

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Out Of The Blue Enterprises LLC		04/30/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Bain Capital Credit, LP, as Administrative Agent		
Street Address:	200 Clarendon Street, Floor 36		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4633683	ME-IFY	
Registration Number:	4415038	SUPER WHY	
Registration Number:	3941249	SUPER WHY	
Registration Number:	3533717	SUPER WHY	
Registration Number:	3880163	SUPER WHY	
Registration Number:	3938195	SUPER WHY	
Registration Number:	3941016	SUPER WHY	
Registration Number:	3938196	SUPER WHY	
Registration Number:	3450220	SUPER WHY	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		

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ATTORNEY DOCKET NUMBER:	66478 / 222
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	04/30/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2020, is made by Out Of The Blue Enterprises LLC (the "Grantor"), in favor of Bain Capital Credit, LP, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 30, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 9 Story Media Group Inc., a corporation existing under the laws of the Province of Ontario (the "Borrower"), Niagara Investments, Ltd., a limited company existing under the laws of the Province of Ontario, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the U.S. Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the U.S. Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its registrations and applications for registration for United States Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable United States law.

Section 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the U.S. Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

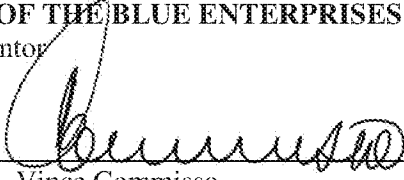
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Security Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

[Signature Pages Follow]

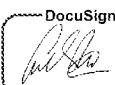
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OUT OF THE BLUE ENTERPRISES LLC,
as Grantor

By:  _____
Name: Vince Commisso
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

BAIN CAPITAL CREDIT, LP,
as Administrative Agent

By:  _____
Name: Andrew S. Viens
Title: Managing Director

Schedule 1

Trademarks

No.	Mark	App. No. / App. Date	Reg. No. / Reg. Date	Current Owner	Status
1.	ME-IFY	86040339 16-AUG-2013	4633683 04-NOV-2014	OUT OF THE BLUE ENTERPRISES LLC	Registered
2.	SUPER WHY	77709678 08-APR-2009	4415038 08-OCT-2013	OUT OF THE BLUE ENTERPRISES LLC	Registered
3.	SUPER WHY	77709689 08-APR-2009	3941249 05-APR-2011	OUT OF THE BLUE ENTERPRISES LLC	Registered
4.	SUPER WHY	77438012 02-APR-2008	3533717 18-NOV-2008	OUT OF THE BLUE ENTERPRISES LLC	Registered
5.	SUPER WHY	77071784 27-DEC-2006	3880163 23-NOV-2010	OUT OF THE BLUE ENTERPRISES LLC	Registered
6.	SUPER WHY	77071795 27-DEC-2006	3938195 29-MAR-2011	OUT OF THE BLUE ENTERPRISES LLC	Registered
7.	SUPER WHY	77071797 27-DEC-2006	3941016 05-APR-2011	OUT OF THE BLUE ENTERPRISES LLC	Registered
8.	SUPER WHY	77071809 27-DEC-2006	3938196 29-MAR-2011	OUT OF THE BLUE ENTERPRISES LLC	Registered
9.	SUPER WHY	77071821 27-DEC-2006	3450220 17-JUN-2008	OUT OF THE BLUE ENTERPRISES LLC	Registered

[Schedule 1 to Trademark Security Agreement]

ACTIVE 256548310

RECORDED: 04/30/2020

TRADEMARK
REEL: 006926 FRAME: 0637