

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Signal Digital Inc.		10/12/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4716403	SIGNAL ENGAGE	
Registration Number:	4712209	SIGNAL FUSE	
Registration Number:	4719634	SIGNAL TAG	
Registration Number:	4702677	SIGNAL	
Registration Number:	4320873	SIGNAL	
Registration Number:	4072847	SIGNAL	
Registration Number:	4585361	BRIGHTTAG FUSE	
Registration Number:	4585362	FUSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111779-2669-S216		
NAME OF SUBMITTER:	Justine Lu		

CH \$215.00 4716403

SIGNATURE:	/Justine Lu/
DATE SIGNED:	10/13/2020
Total Attachments: 4 source=TU 2020 Joinder - Trademark Security Agreement (Executed)(10.12.20)#page1.tif source=TU 2020 Joinder - Trademark Security Agreement (Executed)(10.12.20)#page2.tif source=TU 2020 Joinder - Trademark Security Agreement (Executed)(10.12.20)#page3.tif source=TU 2020 Joinder - Trademark Security Agreement (Executed)(10.12.20)#page4.tif	

GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), effective as of October 12, 2020 is made by Signal Digital, Inc., a Delaware corporation with principal offices at 131 S Dearborn, 15th Floor Chicago IL, 60603 (the “Grantor”), in favor of Deutsche Bank AG New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the “Grantee”), parties to the Security Agreement, dated as of June 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Grantee has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Grantee a continuing security interest in all Intellectual Property, including the Marks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Grantee, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of offset against all of Grantor’s right, title and interest in, to and under the Marks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent, together with (i) all Proceeds and products of the Marks, (ii) the goodwill of the businesses with which the Marks are associated and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Grantee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SIGNAL DIGITAL, INC.,
as Grantor

By:



Name: David D. McCrary

Title: Vice President – Corporate
Finance and Treasurer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Grantee

By:



Name: Michael Strobel
Title: Vice President
Michael-p.strobel@db.com
212-250-0939

By:



Name:
Title: Suzan Onal
Vice President
suzan.onal@db.com
212-250-3174

[Signature Page to Grant of Trademark Rights]

TRADEMARK
REEL: 007075 FRAME: 0770

Schedule A

Grantor	Serial / Registration Number	Trademark
Signal Digital, Inc.	86389646 / 4716403	SIGNAL ENGAGE
Signal Digital, Inc.	86367285 / 4712209	SIGNAL FUSE
Signal Digital, Inc.	86367271 / 4719634	SIGNAL TAG
Signal Digital, Inc.	86256392 / 4702677	SIGNAL
Signal Digital, Inc.	85709694 / 4320873	SIGNAL
Signal Digital, Inc.	85150650 / 4072847	SIGNAL
Signal Digital, Inc. (f/k/a Brighttag Inc.)	85859246 / 4585361	BRIGHTTAG FUSE
Signal Digital, Inc. (f/k/a Brighttag Inc.)	85859251 / 4585362	FUSE