

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616910

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Inception Company, LLC | | 12/28/2020 | Limited Liability Company: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Santander Bank, N.A. | | |
| Street Address: | 200 Park Avenue | | |
| Internal Address: | Suite 100 | | |
| City: | Florham Park | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07932 | | |
| Entity Type: | National Banking Association: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5722946 | PANDO | |
| Registration Number: | 4740896 | INCEPTION DIGITAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165790212 | | |
| <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: | 216-586-3939 | | |
| Email: | mippolito@jonesday.com, mmisitigh@jonesday.com | | |
| Correspondent Name: | Morgan C. Ippolito | | |
| Address Line 1: | 901 Lakeside Avenue | | |
| Address Line 2: | North Point | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| NAME OF SUBMITTER: | Melanie H. Misitigh | | |
| SIGNATURE: | /Melanie H. Misitigh/ | | |
| DATE SIGNED: | 12/28/2020 | | |
| Total Attachments: 5 | | | |
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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of December 28, 2020 (“Agreement”), between The Inception Company, LLC, a New Jersey limited liability company (the “Assignor”), and Santander Bank, N.A., as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Revolving Credit, Term Loan and Security Agreement, dated as of December 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Assignor, the other parties party thereto, the lenders party thereto (the “Lenders”), and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in, assignment of and lien on substantially all of its personal property assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the Lenders as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Credit Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world (but excluding (a) any Intellectual Property (as defined in the Credit Agreement) or any license thereto for which the granting of a security interest therein is prohibited by any applicable law or would terminate, invalidate, void, cancel, degrade, violate or abandon such Intellectual Property or any license thereto and (b) any “intent to use” trademark applications prior to the filing of a statement of use in respect thereof) (collectively, the “Subject Collateral”):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing; and
- (xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Credit Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Credit Agreement. This Agreement is subject in all respects to the terms and provisions of the Credit Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Credit Agreement, the terms and provisions of such Credit Agreement shall govern.

Section 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York, without application of the rules regarding conflicts of laws.


Section 5. Miscellaneous. Delivery of an executed signature page to this Agreement by facsimile shall be effective as delivery of a manually executed copy of this Agreement.

Section 6. Termination. The security interests granted herein will automatically terminate (and all rights to the applicable Subject Collateral will revert to each of the applicable Assignors) in accordance with Sections 13.2 and 13.3 of the Credit Agreement, as applicable. The Administrative Agent shall, in connection with any termination or release herein or under the Credit Agreement, execute and deliver to any applicable Assignor as such Assignor may reasonably request, an instrument in writing releasing the security interest in the Subject Collateral acquired under this Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate, at the applicable Assignor's sole cost and expense, with any efforts made by such Assignor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Subject Collateral.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

THE INCEPTION COMPANY, LLC


By: 

Name: Sean C. White

Title: Authorized Signatory

Accepted and acknowledged by:

SANTANDER BANK, N.A., as
Administrative Agent

By: 
Name: Patrick McMullan
Title: Senior Vice President

Schedule A
to Collateral Assignment of
Trademarks

| MARK | APPLN NO. | FILED | REGN NO. | REGN DATE | OWNER | STATUS |
|-------------------|-----------|---------|----------|-----------|----------------------------|------------|
| PANDO | 87507587 | 6/27/17 | 5722946 | 4/9/19 | The Inception Company, LLC | Registered |
| INCEPTION DIGITAL | 86339851 | 7/17/14 | 4740896 | 5/19/15 | The Inception Company, LLC | Registered |

TRADEMARK

REEL: 007147 FRAME: 0778

RECORDED: 12/28/2020