

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619078

| | | | |
|---|------------------------------|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cloud Terre Studios, LLC | | 12/04/2020 | Limited Liability Company: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | First Bank of the Lake | | |
| Street Address: | 4558 Osage Beach Parkway | | |
| Internal Address: | Suite 100 | | |
| City: | Osage Beach | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 65065 | | |
| Entity Type: | Chartered Bank: MISSOURI | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5302619 | CLOUD TERRE | |
| Registration Number: | 5302620 | CLOUD TERRE | |
| Registration Number: | 5302621 | CLOUD TERRE STUDIO | |
| Registration Number: | 5302622 | CLOUD TERRE STUDIO | |
| Registration Number: | 5302623 | CLOUD TERRE STUDIO A FORTESSA TABLEWARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3148548660 | | |
| <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: | 3148548612 | | |
| Email: | jml@carmodymacdonald.com | | |
| Correspondent Name: | Julia Lang | | |
| Address Line 1: | 120 S Central Ave Suite 1800 | | |
| Address Line 4: | Saint Louis, MISSOURI 63105 | | |
| NAME OF SUBMITTER: | Julia Lang | | |
| SIGNATURE: | /Julia Lang/ | | |
| DATE SIGNED: | 01/07/2021 | | |

OP \$140.00 5302619

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of December 4, 2020, by **CLOUD TERRE STUDIOS, LLC**, a Virginia limited liability company (the "**Grantor**"), in favor of and for the benefit of **FIRST BANK OF THE LAKE**, a Missouri state-chartered bank (together with its successors and/or assigns, the "**Bank**").

RECITALS

A. **INTEGRUS HOLDINGS, INC.**, a Virginia corporation (the "**Borrower**"), has entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the Bank, pursuant to which the Bank has agreed to make a loan or loans to Borrower, subject to the terms and conditions set forth therein (the "**Loan**"). Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. The Borrower owns 80% of the Equity Interests of the Grantor, and Grantor will materially benefit from the Bank making the Loan to Borrower pursuant the Credit Agreement.

D. Pursuant to the terms of that certain Security Agreement dated as of the date hereof executed by Grantor, the Borrower and the other Debtors (as such term is defined therein), for the benefit of Bank (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and

any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items (1) through (3) being herein collectively referred to as the “**Trademark Collateral**”).

This security interest and Lien (as defined in the Credit Agreement) is granted in conjunction with the security interests and Liens granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Balance of this page intentionally left blank.]
[Signature page(s) to follow.]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

CLOUD TERRE STUDIOS, LLC, a Virginia
limited liability company

By: _____




Name: Scott M. Hamberger

Title: _____

manager

SCHEDULE 1

(Trademark Collateral)

| Trademark | Applicant/Registrant | First Use | Application Date | Registration Date | Renewal Due | Registration Number | Application Number |
|---|--------------------------|-------------|------------------|-------------------|-------------|---------------------|--------------------|
| CLOUD TERRE | Cloud Terre Studios, LLC | Jun, 2011 | 09 Jun 2016 | 03 Oct 2017 | 03 Oct 2027 | 5302619 | 87066330 |
|  | Cloud Terre Studios, LLC | Jun, 2011 | 09 Jun 2016 | 03 Oct 2017 | 03 Oct 2027 | 5302620 | 87066341 |
| CLOUD TERRE STUDIO | Cloud Terre Studios, LLC | 13 Jun 2017 | 09 Jun 2016 | 03 Oct 2017 | 03 Oct 2027 | 5302621 | 87066357 |
|  | Cloud Terre Studios, LLC | 13 Jun 2016 | 09 Jun 2016 | 03 Oct 2017 | 03 Oct 2027 | 5302622 | 87066366 |
|  | Cloud Terre Studios, LLC | 13 Jun 2016 | 09 Jun 2016 | 03 Oct 2017 | 03 Oct 2027 | 5302623 | 87066375 |