

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LinkMedia 360, LLC		01/27/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3961400	LINKMEDIA 360	
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:	888-829-5817		
Email:	results-uccteam2@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Melanie A. Fagan		
SIGNATURE:	/Melanie A. Fagan/		
DATE SIGNED:	02/26/2021		
Total Attachments: 6			
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TRADEMARK COLLATERAL AGREEMENT

This 27th day of January, 2021, LinkMedia 360, LLC, an Ohio Limited liability company (“Grantor”) with its principal place of business and mailing address at 2 Summit Park Drive, Suite 630, Independence, OH 44131, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch (“BMO”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “Agent”), and grants to the Agent for the benefit of the Secured Parties, a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Grantor as set out in that certain Security Agreement dated as of November 19, 2018, among Grantor, the other “Grantors” party thereto and Agent, as the same may be amended, supplemented, modified, or restated from time to time (the “Security Agreement”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “Intent-to-Use Applications”), but rather, if and so long as Grantor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LINKMEDIA 360, LLC

By 
Name: Scott Kokotan
Title: Chief Operating Officer, Chief
Financial Officer and Secretary

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 007204 FRAME: 0357

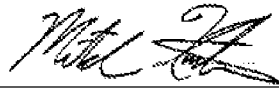
IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LINKMEDIA 360, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.


BANK OF MONTREAL, as Agent

By  _____
Name Mitchell Kinastowski
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

OWNED U.S. TRADEMARKS:

Grantor	Country	Mark	Serial/ Registration No.	App/Reg Date
LinkMedia 360, LLC	US		85128834 / 3961400	September 14, 2010 / May 17, 2011