

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Advertising Partners		03/03/2021	Partnership: NEW YORK
RECEIVING PARTY DATA			
Name:	Blue Torch Finance, LLC		
Street Address:	150 East 58th Street, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3729669	HTS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	13363-00002		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	03/03/2021		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST --TRADEMARKS

March 3, 2021

WHEREAS, NATIONAL ADVERTISING PARTNERS (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 3, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of BLUE TORCH FINANCE, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks

Registered Owner	Trademark	Registration Number
National Advertising Partners	HTS	3,729,669 United States

Trademark Applications

None.