

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM666046

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900632464

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Podium Publishing ULC		07/28/2021	Unlimited Liability Company: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	East West Bank, as Agent
Street Address:	135 N. Los Robles Avenue, 3rd Floor
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	Banking Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88959516	PODIUM

CORRESPONDENCE DATA

Fax Number: 3129021061
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.
Phone: 312.577.8034
Email: oscar.ruiz@katten.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 W, Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332779-00081
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	08/09/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 28, 2021 (the “**Effective Date**”) by Podium Publishing ULC, an unlimited liability company formed under the laws of the province of British Columbia (“**Grantor**”), in favor of East West Bank for the benefit of the Lenders from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Canadian Security Agreement, dated as of July 28, 2021 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the Agent and that certain Credit Agreement, dated as of July 28, 2021 (as amended as of the date hereof, and as it may be further amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), between Podium Publishing Holdco, LLC, a Delaware limited liability company (the “**Borrower**”), the several banks and other lenders from time to time party thereto (the “**Lenders**”), and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the applicable IP Office (as defined in the Security Agreement) and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the following:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Canadian Intellectual Property Office or in any similar office or agency of Canada, any Province or Territory thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule 1 hereto, (b) all reissues, extensions or renewals thereof (collectively (a)-

(b), the “**Trademarks**”) and (c) all goodwill associated with or symbolized by any of the foregoing.

The security interest granted hereby has been granted to the Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and the Credit Agreement and is expressly subject to the terms and conditions thereof. The security interest granted by the Grantor hereunder shall terminate simultaneously with any termination of the security interests in the Trademarks granted by the Grantor under the Security Agreement in accordance with its terms.

Section 3. Recordation. The Grantor authorizes and requests that the applicable IP Office and any other applicable government office record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be exclusively governed by the law of the province of Ontario and the federal laws of Canada applicable therein (without regard to rules or principles relating to conflicts of laws).

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PODIUM PUBLISHING ULC, an unlimited liability company formed under the laws of the province of British Columbia

By: _____

Name: Victor Masaya

Title: President

EAST WEST BANK, as Agent

By: 

Name: David Ligon

Title: Managing Director

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Grantor	Jurisdiction	Trademark	Application Number	Application Date
Podium Publishing ULC	United States	PODIUM PODIUM	88959516	June 11, 2020