

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BGB COMMUNICATIONS LLC		08/16/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES, LLC		
Street Address:	30 Hudson Yards, Suite 7500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5228488	BGB	
Registration Number:	5205356	BIONYC	
Registration Number:	5167594	CREATIVITY + SCIENCE	
Registration Number:	5187330	FOR THE SCIENCE OBSESSED	
Registration Number:	6342158	SMART CREATIVE	
Registration Number:	6206425	SYNGENYC	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9836		
Email:	ypan@proskauer.com		
Correspondent Name:	Kristin E. Reimels		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 02110-2600		
ATTORNEY DOCKET NUMBER:	43082.132		
NAME OF SUBMITTER:	Kristin E. Reimels		
SIGNATURE:	/Kristin E. Reimels/		

CH \$165.00 5228488

DATE SIGNED:	08/16/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of August 16, 2021, by and among BGB COMMUNICATIONS, LLC (“Grantor”) and KKR LOAN ADMINISTRATION SERVICES, LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of August 16, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly

subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BGB COMMUNICATIONS, LLC

By: 

Name: Kenneth Boos

Title: Chief Financial Officer

Accepted and Agreed:

KKR LOAN ADMINISTRATION SERVICES, LLC,
as Collateral Agent

By: John Knox
Name: John Knox
Title: Authorized Signatory

Schedule I

Title	Owner	Application/Issue Date	Application/Registration Number
BGB	BGB Communications, LLC	August 11, 2014 / June 20, 2017	86-362,621 5,228,488
BIONYC	BGB Communications, LLC	March 6, 2015 / May 16, 2017	86-555,470 5,205,356
Creativity + Science	BGB Communications, LLC	December 3, 2015 / March 21, 2017	86-838,285 5,167,594
For the Science Obsessed	BGB Communications, LLC	August 18, 2015 / April 18, 2017	86-728,725 5,187,330
SMART CREATIVE	BGB Communications, LLC DBA BGB New York	March 11, 2019 / May 4, 2021	88-334,548 6,342,158
SYNGENYC	BGB Communications, LLC DBA BGB New York	March 11, 2019 / November 24, 2020	88-334,541 6,206,425