

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668879

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|---|----------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 100% LMAD | | 08/05/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CIBC BANK USA | | |
| Street Address: | 120 S. Lasalle Street | | |
| Internal Address: | 7th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2104305 | LET'S MAKE A DEAL | |
| Registration Number: | 2283554 | LET'S MAKE A DEAL | |
| Registration Number: | 0960139 | LET'S MAKE A DEAL | |
| Serial Number: | 87499615 | LET'S MAKE A DEAL | |
| Serial Number: | 90798839 | LET'S MAKE A DEAL | |
| Registration Number: | 4986922 | ZONK! | |
| Registration Number: | 4076523 | LET'S MAKE A DEAL | |
| Registration Number: | 4429696 | LET'S MAKE A DEAL | |
| Registration Number: | 5851854 | LET'S MAKE A DEAL | |
| Registration Number: | 4917341 | LET'S MAKE A DEAL | |
| 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: | 3146215070 | | |
| Email: | iptm@armstrongteasdale.com | | |
| Correspondent Name: | Abigail Zeller | | |
| Address Line 1: | 7700 Forsyth Blvd | | |

CH \$265.00 2104305

Address Line 2: Suite 1800
Address Line 4: Saint Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER: 18061-128

NAME OF SUBMITTER: Abigail Zeller

SIGNATURE: /Abigail Zeller/

DATE SIGNED: 08/19/2021

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is being entered into as of August 5, 2021, by and between 100% LMAD, LLC, a Delaware limited liability company ("Pledgor"); and CIBC BANK USA (together with its affiliates, successors and assigns, "Lender").

RECITALS

This Agreement is being entered into in reference to the following facts:

A. The Pledgor now owns or holds and may hereafter adopt, acquire or hold "Trademarks" (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired.

B. On even date herewith, Pledgor, NANCY GLASS, an individual, MARCUS A. LEMONIS, an individual, and the MARCUS LEMONIS REVOCABLE TRUST, DATED APRIL 8, 2013 (collectively, as "Borrowers") and Lender, entered into that certain Credit Agreement (as may be amended from time to time, the "Credit Agreement"), which provides for a term loan in the original principal amount of Twelve Million Six Hundred Thousand and 00/100 Dollars (\$12,600,000.00) (the "Loan"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

C. By the terms of the Security Agreement, Pledgor has granted to Lender a security interest in and to all of that Pledgor's personal property, including, without limitation, all right, title and interest of Pledgor in, to and under all of Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be.

D. Pledgor entering into this Agreement and granting the security interests referenced herein, is a condition to Lender extending the Loans to the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Credit Agreement, the parties hereto hereby agree as follows.

1. Security Interest Grant. Pledgor hereby grants, mortgages, pledges, assigns, transfers, sets over, conveys and delivers to Lender, as security for the due and punctual payment in full of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case

may be, a continuing security interest in and to all of Pledgor's right, title and interest in, to and under the following (with all of the following items in clauses "(A)"-"(C)" or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of Pledgor:

A. each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

B. each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

C. all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

2. Lender Actions.

A. If any Person shall do or performs any act(s) that Lender believes constitute(s) an infringement of any Trademark (or of any of the exclusive rights comprised therein) owned or held by Pledgor, or violates or infringes any right therein of Pledgor or Lender in the Trademark Collateral, or if any Person shall do or performs any act(s) that Lender reasonably believes constitute(s) an unauthorized or unlawful distribution, exhibition, or use of the Trademark Collateral that violates or infringes any right of Pledgor or Lender therein, then and in any such event, Lender (a) may, if Pledgor fails to take any action necessary to protect the rights of Pledgor or Lender in the Trademark Collateral within thirty (30) days following its receipt of a written notice from Lender, or (b) shall have the right to, upon the occurrence and during the continuance of an Event of Default, and without notice, take such steps and institute such suits or proceedings as Lender may reasonably deem advisable or necessary to prevent such act(s) or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties in the Trademark Collateral.

B. Lender may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. Lender shall give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by Lender pursuant to this paragraph and the Pledgor shall assist Lender with any steps taken, or any suits or proceedings instituted by Lender pursuant to this paragraph at the Pledgor's sole expense.

3. Subject to Security Agreement. This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The rights and remedies of Lender with respect to the security interest made and granted hereby are subject to, and more fully set forth, in the Security Agreement and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein.

4. Security Interest Termination. This Agreement is made for collateral purposes only. At such time as the Commitment under the Credit Agreement has terminated and all Obligations have been indefeasibly paid in full and performed, Lender shall execute and deliver to the Pledgor, at the Pledgor's request and expense and without representation, warranty or recourse, all releases and reassignments,

termination statements and other instruments as may be necessary to terminate the security interest of Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant to the terms hereof or of the Credit Agreement.

5. Use of Trademark Collateral. So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Agreement, the Security Agreement the Loan Documents executed by the Pledgor, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Security Agreement and the other Loan Documents; provided that the security interest of Lender in the Trademark Collateral shall be subject to any third party trademark license agreements entered into prior to an Event of Default; provided further, that any proceeds under such license agreements or from trademark licenses granted thereunder shall be part of the Trademark Collateral.

6. Governing Law, Forum Selection and Consent to Jurisdiction and Waiver of Jury Trial.

A. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

B. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. PLEDGOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. PLEDGOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. PLEDGOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

C. PLEDGOR AND LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Counterparts.

A. This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original

for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

B. This Agreement shall become effective when it shall have been executed by each party hereto.

C. Any party delivering an executed counterpart of this Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Agreement, and the parties hereby waive any right they may have to object to that treatment.

8. Notices. All notices and other communications provided under this Agreement shall be delivered in such form, manner and address as provided in the Credit Agreement.

9. Partial Invalidity. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. Amendments. No amendment, modification, rescission, waiver or release of any provision of this Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by Lender (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Pledgor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

11. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Agreement nor any of the rights or interests hereunder shall be assigned by the Pledgor (including their respective successors and permitted assigns) without the prior consent of Lender (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

12. Controlling Agreement. If any conflict or inconsistency exists between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

[Signature Page to Follow]

IN WITNESS WHEREOF, Pledgor and Lender have executed and delivered this Agreement by and through its duly Authorized Representative as of the date and year first set forth above.

"PLEDGOR"

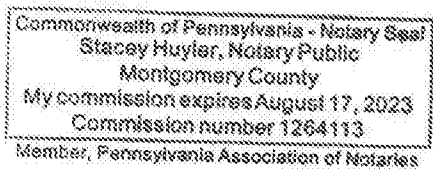
100% LMAD, LLC, a Delaware limited liability company

By: [Signature]
Name: Nancy Glass
Title: Manager

Pennsylvania
STATE OF ~~NEW YORK~~
COUNTY OF Montgomery) ss.

On the 4 day of August, 2021, before me personally appeared Nancy Glass, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she is a Manager of Manager of 100% LMAD, LLC, a Delaware limited liability company, the limited liability company described in and which executed the above instrument and that she signed her name thereto by like authority.

Notary Public: [Signature]
Printed Name: Stacey Huyler
My Commission Expires: August 17, 2023



[Signature Page to Trademark Security Agreement]

"PLEDGOR"

100% LMAD, LLC, a Delaware limited liability company

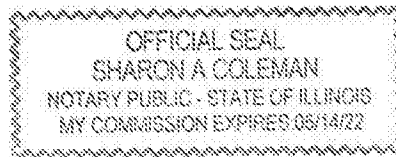
By: [Signature]
Name: Marcus A. Lemonis
Title: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF lake)

This instrument was acknowledged before me this 4th day of August, 2021, by Marcus A. Lemonis, Manager of 100% LMAD, LLC, a Delaware limited liability company.

Witness my hand and official seal.

[Signature]
Notary Public



SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

U.S. Federal Trademarks

| Trademark | Application No. / Application Date | Registration No. / Registration Date | Full Goods/Services Class |
|----------------------|---------------------------------------|---|---|
| LET'S MAKE A DEAL | 75140477 July 26, 1996 | 2104305 October 7, 1997 | Class 25: clothing for men, women and children, namely, shirts, [jackets, sweaters, pants, footwear, belt, T-shirts, socks, coordinated shirts, jackets and slacks, tennis shoes, sweat shirts, jerseys, shorts, jogging suits, sweat pants], hats/caps, [scarves, gloves, hosiery, neckties, rainwear, pajamas, robes, night shirts, thermal underwear, headbands, wristbands and Halloween costumes] |
| LET'S MAKE A DEAL | 75140478 July 26, 1996 | 2283554 October 5, 1999 | Class 28: action skill games; hand held units for playing electronic games; [video games cartridges;] interactive computer games; video output machines; computer game [cassettes, cartridges,] programs [, and tapes] |
| LET'S MAKE A DEAL | 72435223 September 11, 1972 | 0960139 May 29, 1973 | Class 41: providing entertainment through the media of audience-participation shows produced primarily for television |
| LET'S MAKE A DEAL | 87499615 June 21, 2017 | [Pending application, not registered] | Class 28: Board games |
| LET'S MAKE A DEAL | 90798839 June 28, 2021 | [Pending application, not registered] | Class 28: Board games |
| ZONK! | 86774315 September 30, 2015 | 4986922 June 28, 2016 | Class 41: Entertainment services, namely, an ongoing television game show |

[Schedule A to Trademark Security Agreement]

| Trademark | Application No. / Application Date | Registration No. / Registration Date | Full Goods/Services Class |
|----------------------|---------------------------------------|---|--|
| LET'S MAKE A DEAL | 85300582 April 20, 2011 | 4076523 December 27, 2011 | Class 41: Live stage shows |
| LET'S MAKE A DEAL | 85680201 July 18, 2012 | 4429696 November 5, 2013 | Class 28: Gaming machines, namely, slot machines and video lottery terminals; Slot machines |
| LET'S MAKE A DEAL | 86870127 January 8, 2016 | 5851854 September 3, 2019 | Class 28: Lottery tickets |
| LET'S MAKE A DEAL | 86501186 January 12, 2015 | 4917341 March 15, 2016 | Class 16: Posters, calendars, notebooks, binders, daily personal organizers, memopads, stickers, comic books, writing paper, envelopes, greeting cards, paper coasters, paper mats, newspapers for general circulation, books and magazines in the field of a game show, newsletters in the field of a game show, photographs, postcards, trading cards, cardboard stand- up cutouts featuring photographs or artwork, prepaid phone debit cards without magnetic coding, trading card milk bottle caps, and customized personal bank checks, paper party decorations, paper party bags, greeting cards specifically designed to hold gift cards; paper cake decorations Class 35: On-line retail store services featuring custom photo products, namely, posters, calendars, greeting cards, photographs, postcards, trading cards, artwork, key chains, clothing, ceramic mugs, travel mugs, water bottles and mouse pads, all of the foregoing relating to the LET'S MAKE A DEAL television game show |

[Schedules to Trademark Security Agreement]

TRADEMARK
REEL: 007397 FRAME: 0884

[Schedules to Trademark Security Agreement]

TRADEMARK
REEL: 007397 FRAME: 0885

Canada – Federal Trademarks

| Trademark | Application No. / Application Date | Registration No. / Registration Date | Full Goods/Services Class |
|----------------------|---------------------------------------|---|---|
| LET'S MAKE A DEAL | 0473869 August 12, 1981 | TMA268153 April 16, 1982 | Class 41: <i>Entertainment services, namely, production of a television contest program</i> |
| LET'S MAKE A DEAL | 1041571 January 5, 2000 | TMA572583 December 18, 2002 | Class 25: <i>Clothing for men, women, and children, namely, shirts, jackets, sweaters, pants, belts, T-shirts, socks, coordinated shirts, jackets and slacks, sweat shirts, jerseys, shorts, jogging suits, sweat pants, hats/caps, scarves, gloves, hosiery, neckties, pajamas, robes, night shirts, thermal underwear, headbands, wristbands, and Halloween costumes; rainwear, namely, raincoats, hats, and caps; footwear, namely, athletic footwear, boots, golf shoes, tennis shoes, moccasins, sandals, shoes, slippers, sneakers, and thongs</i> Class 9: <i>Hand-held units for playing electronic games; video game cartridges; interactive computer games; video output gaming machines; computer game cassettes, cartridges, programs, and tapes</i> Class 28: <i>Action skill games</i> Class 41: <i>Providing entertainment through the media of audience- participation shows produced primarily for television</i> |
| LET'S MAKE A DEAL | 1969209 June 11, 2019 | [Pending application, not registered] | Class 25: <i>Clothing for men, women, and children, namely, shirts, jackets, sweaters, pants, belts, T-shirts, socks, coordinated shirts, jackets and slacks, sweat shirts, jerseys, shorts, jogging suits, sweat pants,</i> |

| Trademark | Application No. / Application Date | Registration No. / Registration Date | Full Goods/Services Class |
|-----------|---------------------------------------|---|---|
| | | | <p><i>hats/caps, scarves, gloves, hosiery, neckties, pajamas, robes, night shirts, thermal underwear, headbands, wristbands, and Halloween costumes; rainwear, namely, raincoats, hats, and caps; footwear, namely, athletic footwear, boots, golf shoes, tennis shoes, moccasins, sandals, shoes, slippers, sneakers, and thongs</i></p> <p>Class 9:</p> <p><i>Computer video games; computer games downloadable from a global computer network; computer games for use on mobile and cellular phones; downloadable applications for tablet computers to download video games</i></p> <p>Class 16:</p> <p><i>Posters, calendars, notebooks, binders, daily personal organizers, memo pads, stickers, comic books, writing paper, envelopes, greeting cards, paper coasters, paper mats, newspapers for general circulation, books and magazines in the field of a game show, newsletters in the field of a game show, photographs, postcards, trading cards, cardboard stand-up cutouts featuring photographs or artwork, prepaid phone debit cards without magnetic coding, trading card milk bottle caps, and customized personal bank checks, paper party decorations, paper party bags, greeting cards specifically designed to hold gift cards; paper cake decorations</i></p> <p>Class 28: <i>Board games; lottery tickets; gaming machines, namely, slot machines and video lottery terminals; arcade game machines; electronic gaming machines for accepting wagers; toy figurines</i></p> <p>Class 41: <i>Live stage shows; entertainment in the form of television game shows;</i></p> |

[Schedules to Trademark Security Agreement]

| Trademark | Application No. / Application Date | Registration No. / Registration Date | Full Goods/Services Class |
|-----------|---------------------------------------|---|--|
| | | | <i>entertainment services namely production and distribution of a continuing television game show; entertainment services, namely, online lottery games, monitor lottery games, online instant scratch computer and video games, online computer and video games played by using instant messaging and interactive lottery games</i> |

SCHEDULE B TO TRADEMARK SECURITY AGREEMENT

TRADEMARK LICENSES

[Schedules to Trademark Security Agreement]