

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BrightSign LLC		10/14/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Administrative Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3323468	BRIGHTSIGN	
Registration Number:	5008528	THE BRIGHT SIDE OF SIGNAGE	
Registration Number:	5067334	BRIGHTPLATES	
Registration Number:	6158950	BSN.CLOUD	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	96939-30800		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	10/14/2021		
Total Attachments: 3			

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 14, 2021, by BrightSign LLC, a Delaware limited liability company, ("Grantor"), in favor of CHURCHILL AGENCY SERVICES LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, 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 Lender Parties, a continuing security interest in the Trademarks 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 Trademarks 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.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement shall be governed by, and constructed in accordance with, the laws of the State of New York.

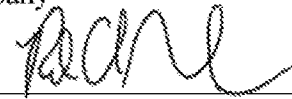
Notwithstanding anything to the contrary contained herein, in the event of a conflict or inconsistency between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

[Remainder of page intentionally left blank]

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

BRIGHTSIGN LLC, a Delaware limited liability company

By



Name: Robert Newbold

Title: Vice President

**SCHEDULE A
TRADEMARKS**

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner of Record
United States	BRIGHTSIGN	77/109,487	2/16/2007	3323468	10/30/2007	BrightSign LLC
United States	THE BRIGHT SIDE OF SIGNAGE	86/275,776	5/8/2014	5008528	7/26/2016	BrightSign LLC
United States	BRIGHTPLATES	86/855,964	12/21/2015	5067334	10/25/2016	BrightSign LLC
United States	BSN.CLOUD	88/264,440	1/16/2019	6158950	9/22/2020	BrightSign LLC