

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMI VENTURES INC.		10/28/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4826223	BMI ELITE	
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:	4045724699		
Email:	khenning@kslaw.com		
Correspondent Name:	Kelly Henning		
Address Line 1:	1180 Peachtree St NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Kelly Henning		
SIGNATURE:	/Kelly Henning/		
DATE SIGNED:	10/28/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2021, (this “**Agreement**”) by **BMI VENTURES INC.**, a Florida corporation (“**Grantor**”), in favor of **GOLDMAN SACHS BANK USA**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of October 28, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **AREA 51 HOLDINGS LLC** (“**Company**”), **INTERNET MARKETING HOLDINGS L.L.C.** (“**Holdings**”), certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS BANK USA**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of October 28, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to Collateral Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application 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 reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder (including any claims sounding in contract law or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest) shall be governed by, and shall be construed and enforced in accordance with, the laws of the state of New York without regard to conflict of laws principles thereof that would result in the application of any law other than 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.

BMI VENTURES INC.


By: _____

Name: Brandon M. Rosen

Title: Chief Revenue Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007476 FRAME: 0051

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA
as the Collateral Agent

By:



Name: Greg Watts
Title: Authorized Signatory

EH

Schedule I

Trademark Registrations

TRADEMARK	OWNER	SERIAL NO./REG. NO.	FILING DATE/ REG. DATE	STATUS/ COMMENTS
BMI ELITE	BMI Ventures Inc.	86533794 / 4826223	02/12/2015 / 10/6/2015	Current Basis: 1A