## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM686190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PREMIERE DIGITAL SERVICES, INC.		11/03/2021	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS ADMINISTRATIVE AGENT
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400
Internal Address:	C/O MONROE CAPITAL LLC
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	90124979	P PREMIERE DIGITAL
Serial Number:	90141532	PDX
Serial Number:	90145320	PDX
Serial Number:	90064270	PREMIERE DIGITAL
Serial Number:	90141542	PREMIERE DIGITAL EXCHANGE
Registration Number:	6422038	STOREFRONT

#### **CORRESPONDENCE DATA**

Fax Number: 2123099507

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: 2128016488 Email: chius@gtlaw.com

Greenberg Traurig, LLP Attn: Sandy Chiu **Correspondent Name:** 

One Vanderbilt Ave Address Line 1:

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	123042.013100
NAME OF SUBMITTER:	Sandy Chiu

**TRADEMARK** REEL: 007485 FRAME: 0684

900654600

SIGNATURE:	/Sandy Chiu/	
DATE SIGNED:	11/05/2021	
Total Attachments: 5		
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### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned ("Grantor") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of November 3, 2021, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in <u>Schedule 1</u>, together with any reissues, continuations or extensions thereof; and
- all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in <a href="Schedule 1">Schedule 1</a> and any Patent issued pursuant to a Patent application referred to in <a href="Schedule 1">Schedule 1</a> (items (1) and (2) being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Patents" and "Proceeds" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all goodwill associated therewith; (b) all applications for letters patent of the United States or any other country and all divisions, continuations, and continuations-in-part thereof; and (c) all rights to obtain any reissues or extensions of the foregoing.

"<u>Proceeds</u>" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

[Signature pages follow]

Grantor is signing this Patent Security Agreement as of the date stated in the introductory clause.

PREMIERE DIGITAL SERVICES, INC.,
a Delaware corporation,
as a Grantor

By:
Name: Mark Lazar
Title: Chief Executive Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

Name: \_\_\_\_\_\_\_Title:

Signature Page to Patent Security Agreement

Grantor is signing this Patent Security Agreement as of the date stated in the introductory clause.

PREMIERE DIGITAL SERVICES, INC., a Delaware corporation, as a Grantor

Ву:

Name: Mark Lazar

Title: Chief Executive Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By:

Name: Jordan Stephani

Title: Director

Signature Page to Patent Security Agreement

# SCHEDULE 1

# PATENT COLLATERAL

## **Patents**

**RECORDED: 11/05/2021** 

Owner	Title	Status	Appl. No. / Appl. Date	Patent No. / Issue Date
Premiere Digital Services, Inc.	Distribution management for media content assets	Issued	15/406,311 1/13/2016	10219046 2/26/2019