

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689412

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
T3 EXPO, LLC		11/19/2021	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corbel Distressed And Special Opportunities Fund, L.P.		
<b>Street Address:</b>	11777 SAN VICENTE BLVD., SUITE 777		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90049		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88184815	IMAGINATION AT YOUR SERVICE	
<b>Registration Number:</b>	5406606	T3 SHIPPING	
<b>Registration Number:</b>	5509528	T3TRACKER	
<b>Registration Number:</b>	5493427	T3 CENTRAL	
<b>Registration Number:</b>	4758707	T3 EXPO	
<b>Registration Number:</b>	3853222	T3	
<b>Registration Number:</b>	3850034	T3	
<b>Registration Number:</b>	3849986	T3 EXPO	
<b>Registration Number:</b>	3849985	T3 EXPO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497254100		
<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>			
<b>Phone:</b>	9497254000		
<b>Email:</b>	amina@stradlinglaw.com		
<b>Correspondent Name:</b>	Arnold V. Mina		
<b>Address Line 1:</b>	Stradling Yocca Carlson & Rauth		
<b>Address Line 2:</b>	660 Newport Center Drive, Suite 1600		
<b>Address Line 4:</b>	Newport Beach, CALIFORNIA 92660		

CH \$240.00 88184815

<b>ATTORNEY DOCKET NUMBER:</b>	103864-0020
<b>NAME OF SUBMITTER:</b>	Arnold V. Mina
<b>SIGNATURE:</b>	/Arnold V. Mina/
<b>DATE SIGNED:</b>	11/19/2021
<b>Total Attachments: 5</b> source=Corbel.T3 - Trademark Security Agreement#page1.tif source=Corbel.T3 - Trademark Security Agreement#page2.tif source=Corbel.T3 - Trademark Security Agreement#page3.tif source=Corbel.T3 - Trademark Security Agreement#page4.tif source=Corbel.T3 - Trademark Security Agreement#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 19th day of November, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and Corbel Distressed And Special Opportunities Fund, L.P., as administrative agent ("*Agent*") for the benefit of the Purchasers (as defined below).

**WITNESSETH:**

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of November 19, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Note Purchase Agreement*") by and among T3 Expo, LLC, a Massachusetts limited liability company ("*Company*") and one or more additional direct or indirect Subsidiaries of the Company, hereafter acquired or formed, which become party to the Note Purchase Agreement by executing an Addendum (Company, and such other Subsidiaries are sometimes individually referred to herein as an "*Issuer*" and collectively referred to herein as "*Issuers*" or "*Issuer*"), the Purchasers of the Notes named therein (the "*Purchasers*") and Agent, Agent and the Purchasers agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Purchasers are willing to make the financial accommodations to Issuers as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Security Agreement, dated as of even date with the Note Purchase Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Purchasers, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark,

or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new trademarks in accordance with the terms of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

T3 EXPO, LLC

By: 

Name: Christopher Valentine

Title: Manager and Authorized Person

*[Signature Page to Trademark Security Agreement]*

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

Corbel Distressed And Special Opportunities Fund,  
L.P.

By: CORBEL DSOF GP LLC, its general partner

By: CORBEL DSOF CAPITAL  
MANAGEMENT, LLC, its Managing  
Member

DocuSigned by:

By: 

F1030FD78B45462  
Name: Jeffrey Serota  
Title: Manager

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007500 FRAME: 0979**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
T3 Expo, LLC	USA	IMAGINATION AT YOUR SERVICE	88184815	November 7, 2018
T3 Expo, LLC	USA	T3 SHIPPING	5406606	February 20, 2018
T3 Expo, LLC	USA	T3TRACKER	5509528	July 3, 2018
T3 Expo, LLC	USA	T3 CENTRAL	5493427	June 12, 2018
T3 Expo, LLC	USA	T3 EXPO	4758707	June 23, 2015
T3 Expo, LLC	USA	T3	3853222	September 28, 2010
T3 Expo, LLC	USA	T3	3850034	September 21, 2010
T3 Expo, LLC	USA	T3 EXPO	3849986	September 21, 2010
T3 Expo, LLC	USA	T3 EXPO	3849985	September 21, 2010