

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PORTU-SUNBERG MARKETING, LLC		12/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE HUNTINGTON NATIONAL BANK, as Administrative Agent		
Street Address:	5555 CLEVELAND AVENUE		
Internal Address:	GW1W37		
City:	COLUMBUS		
State/Country:	OHIO		
Postal Code:	43231		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3979494	RETELL	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	12/29/2021		
Total Attachments: 6			
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 23, 2021 between the undersigned ("Debtor") and The Huntington National Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of June 17, 2021 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among IWBP Management Corp., a Delaware corporation ("Company"), Infinity Worlds, LLC, an Arkansas limited liability company ("Infinity Worlds"), Belmont Partners Sales, LLC, an Illinois limited liability company ("Belmont Partners Sales"), Belmont Partners Sales – St. Louis, LLC, an Illinois limited liability company ("Belmont Partners Sales –SL") and, immediately following the consummation of the Portu-Sunberg Acquisition, Portu-Sunberg Marketing, LLC, a Delaware limited liability company (the "Portu-Sunberg"), Tana Sales and Marketing, LLC, a Delaware limited liability company ("Tana") and Retell Partners, LLC, a Minnesota limited liability company ("Retell" and together with, Company, Infinity Worlds, Belmont Partners Sales, Belmont Partners Sales – SL, Portu-Sunberg, Tana and any other Person that becomes a borrower hereunder, the "Borrowers"), the financial institutions party thereto (the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend credit to the Borrowers, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party and Lenders to enter into the Credit Agreement and extend credit thereunder, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Debtor is a licensor or a

licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; provided, however, Trademark Collateral shall not include any Excluded Assets..

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Administrative Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral as provided in the Security Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the

Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. To the extent of any conflict between this Agreement and the Security Agreement or the Credit Agreement, the terms of the Security Agreement or the Credit Agreement, as applicable, shall control.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

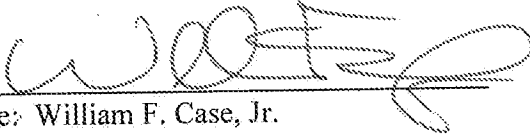
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

PORTU-SUNBERG MARKETING, LLC

By: 

Name: William F. Case, Jr.

Title: Vice President

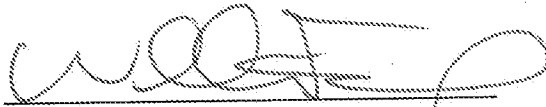
TANA SALES AND MARKETING, LLC

By: 

Name: William F. Case, Jr.

Title: Vice President

RETELL PARTNERS, LLC

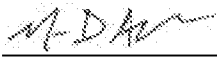
By: 

Name: William F. Case, Jr.

Title: Vice President

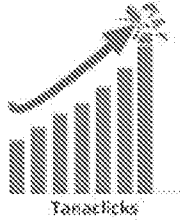
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: 
Name: Marc D Adams
Its: Managing Director

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
RETELL	85/067527	6/21/10	3,979,494	6/14/11
 Tanachicks	88/937128	5/28/20	n/a	n/a