

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3Q Digital, Inc.		12/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4622226	3Q DIGITAL	
Registration Number:	6157185	3Q	
Serial Number:	97092899	ACCEPT NO LIMITS	
Serial Number:	97093270	EMBARQ	
Serial Number:	97131228	GMMI	
Serial Number:	97093293	QLEAN	
Serial Number:	97093314	QOMPOSE	
Serial Number:	90138032	QONTROL	
Serial Number:	90142342	SIQNAL	
Registration Number:	6231501	TAG DETECTIVE	
CORRESPONDENCE DATA			
Fax Number:	6099510824		
<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:	609-987-0050		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Cheryl A. Lagay		
Address Line 1:	506 Carnegie Center, 506 Carnegie Center		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Princeton, NEW JERSEY 08540		

OP \$265.00 4622226

NAME OF SUBMITTER:	Cheryl A. Lagay
SIGNATURE:	/Cheryl A. Lagay/
DATE SIGNED:	01/04/2022
Total Attachments: 6 source=CIBC -3Q - Fourth Amendment (PSP) - Trademark Security Agreement Executed#page1.tif source=CIBC -3Q - Fourth Amendment (PSP) - Trademark Security Agreement Executed#page2.tif source=CIBC -3Q - Fourth Amendment (PSP) - Trademark Security Agreement Executed#page3.tif source=CIBC -3Q - Fourth Amendment (PSP) - Trademark Security Agreement Executed#page4.tif source=CIBC -3Q - Fourth Amendment (PSP) - Trademark Security Agreement Executed#page5.tif source=CIBC -3Q - Fourth Amendment (PSP) - Trademark Security Agreement Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this December 31, 2021 by and between 3Q Digital, Inc., a Delaware corporation (the "Grantor" or "Company"), in favor of CIBC BANK USA ("Lender"):

WITNESSETH:

WHEREAS, Company and/or its affiliates have entered into a certain Loan and Security Agreement dated as of May 7, 2019 (as amended to date and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") with Lender, providing for the extensions of credit to be made to Company by Lender; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to Lender, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Loan and Security Agreement), to secure the payment of all amounts owing by Grantor under the Loan and Security Agreement.

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

1. Incorporation of Loan and Security Agreement. The Loan and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Loan and Security Agreement):

(i) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which Grantor is a party, together with all

goodwill associated therewith; and

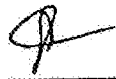
(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

3Q DIGITAL, INC.,
a Delaware corporation

By: 
Name: Shane Kern
Title: Chief Financial Officer

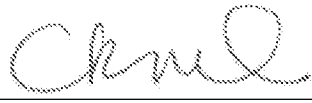
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007550 FRAME: 0579

Acknowledged:



LENDER:

CIBC BANK USA,
as Lender

By: 
Name: Callie Rummel
Title: Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
3Q Digital, Inc.	United States	3Q Digital	86026156 / 4622226	01-AUG-2013 / 14-OCT-2014
3Q Digital, Inc.	United States		88790746 / 6157185	10-FEB-2020 / 22-SEP-2020
3Q Digital, Inc.	International Register		N/A / 1548647	N/A / 23-JUL-2020
3Q Digital, Inc.	International Register (China - provisional refusal)		N/A / 1548647	N/A / 23-JUL-2020
3Q Digital, Inc.	European Union		N/A / 1548647	N/A / 23-JUL-2020
3Q Digital, Inc.	United Kingdom		N/A / 1548647	N/A / 23-JUL-2020
3Q Digital, Inc.	South Korea (Provisional refusal)		N/A / 1548647	N/A / 23-JUL-2020
3Q Digital, Inc.	Singapore		N/A / 1548647	N/A / 23-JUL-2020
3Q Digital, Inc.	United Kingdom		UK00801548647 / UK00801548647	23-JUL-2020 / 26-JAN-2021
3Q Digital, Inc.	European Union	3Q Digital	18109812 / 18109812	19-AUG-2019 / 06-DEC-2019
3Q Digital, Inc.	Singapore	3Q Digital	40201917147Y / N/A	07-AUG-2019 / N/A
3Q Digital, Inc.	United Kingdom	3Q Digital	UK00918109812 / UK00918109812	19-AUG-2019 / 06-DEC-2019
3Q Digital, Inc.	United States	ACCEPT NO LIMFS	97092899 / N/A	26-OCT-2021 / N/A
3Q Digital, Inc.	United States	EMBARQ	97093270 / N/A	26-OCT-2021 / N/A
3Q Digital, Inc.	United States	GMMI	97131228 / N/A	18-NOV-2021 / N/A
3Q Digital, Inc.	United States	QLEAN	97093293 / N/A	26-OCT-2021 / N/A

3Q Digital, Inc.	United States	QOMPOSE	97093314 / N/A	26-OCT-2021 / N/A
3Q Digital, Inc.	United States	QONTROL	90138032 / N/A	26-AUG-2020 / N/A
3Q Digital, Inc.	International Register	QONTROL	N/A / 1595602	N/A / 15-JAN-2021
3Q Digital, Inc.	China	QONTROL	N/A / 1595602	N/A / 15-JAN-2021
3Q Digital, Inc.	European Union	QONTROL	N/A / 1595602	N/A / 15-JAN-2021
3Q Digital, Inc.	United Kingdom	QONTROL	N/A / 1595602	N/A / 15-JAN-2021
3Q Digital, Inc.	South Korea	QONTROL	N/A / 1595602	N/A / 15-JAN-2021
3Q Digital, Inc.	Singapore (Provisional refusal)	QONTROL	N/A / 1595602	N/A / 15-JAN-2021
3Q Digital, Inc.	United States	SIQNAL	90142342 / N/A	27-AUG-2020 / N/A
3Q Digital, Inc.	International Register	SIQNAL	N/A / 1579437	N/A / 15-JAN-2021
3Q Digital, Inc.	China (Provisional refusal)	SIQNAL	N/A / 1579437	N/A / 15-JAN-2021
3Q Digital, Inc.	European Union	SIQNAL	N/A / 1579437	N/A / 15-JAN-2021
3Q Digital, Inc.	United Kingdom	SIQNAL	N/A / 1579437	N/A / 15-JAN-2021
3Q Digital, Inc.	South Korea	SIQNAL	N/A / 1579437	N/A / 15-JAN-2021
3Q Digital, Inc.	Singapore	SIQNAL	N/A / 1579437	N/A / 15-JAN-2021
3Q Digital, Inc.	United States	TAG DEFECTIVE	88733026 / 6231501	19-DEC-2019 / 29-DEC-2020