

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699945

| | | | |
|---|--------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldstar Events, Inc. | | 01/05/2022 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | BAIN CAPITAL CREDIT, LP | | |
| Street Address: | 200 Clarendon Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02116 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4893072 | RED VELVET | |
| Registration Number: | 4893071 | RED VELVET | |
| Registration Number: | 4958708 | RED VELVET | |
| Registration Number: | 5052448 | RED VELVET | |
| Registration Number: | 4958707 | RED VELVET | |
| Registration Number: | 5052447 | RED VELVET | |
| Registration Number: | 4893070 | FIRST LOOK | |
| Registration Number: | 4889464 | GOLDSTAR | |
| Registration Number: | 5052425 | GOLDSTAR | |
| Registration Number: | 4958679 | GOLDSTAR | |
| Registration Number: | 5052424 | GOLDSTAR | |
| Registration Number: | 4889415 | GOLDSTAR | |
| Registration Number: | 4958677 | GOLDSTAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172359493 | | |
| <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: | 6179517169 | | |
| Email: | catherine.murray@ropesgray.com | | |

CH \$340.00 4893072

Correspondent Name: Catherine Murray
Address Line 1: Prudential Tower, 80 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: BCCI-6360-003

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /cmurray/

DATE SIGNED: 01/05/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Agreement*”), dated as of January 5, 2022 is made by and between **GOLDSTAR EVENTS, INC.**, a California corporation (“*Grantor*”), and **BAIN CAPITAL CREDIT, LP**, a Delaware limited partnership, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) for the Secured Parties (as defined in the Term Loan Agreement referenced below).

RECITALS

A. WHEREAS, reference is hereby made to that certain Term Loan Agreement dated as of December 11, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Term Loan Agreement*”) among **TODAYTIX, INC.**, a Delaware corporation (the “*Borrower*”), the several financial institutions or entities from time to time parties thereto as lenders (each a “*Lender*” and collectively, the “*Lenders*”), and Administrative Agent, the Lenders have severally agreed to make financial accommodations to Grantor upon the terms and conditions set forth therein;

B. WHEREAS, in connection with the Term Loan Agreement, Grantor and certain affiliates of Grantor have executed and delivered the Guarantee and Collateral Agreement, dated as of December 11, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), in favor of Administrative Agent;

C. WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the IP Collateral as set forth herein; and

D. WHEREAS, pursuant to the terms of the Collateral Agreement and in furtherance thereof, Grantor has duly authorized and agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Administrative Agent as follows:

1. **Incorporation of Collateral Agreement.** The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Administrative Agent by Grantor pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest and Lien in the IP Collateral (as defined below) made and granted hereby by the Grantor are more fully set forth in the Collateral Agreement, and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Collateral Agreement, shall have the meanings given to them in the Collateral Agreement.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Obligations, Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of Grantor’s right, title and interest in, to and under all Intellectual Property of Grantor, including, without limitation, the following, whether now existing or hereafter arising (collectively, the “*IP Collateral*”):

(a) patents and patent applications, including, without limitation, those set forth in Schedule 1, which are pending or issued with the United States Patent and Trademark Office (the “USPTO”) (collectively, the “*Patents*”);

(b) trademark registrations and applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby, which are pending or registered with the USPTO (collectively, the “*Trademarks*”);

(c) copyright registrations, and copyright applications, including, without limitation, those set forth in Schedule 3, which are pending or registered with the United States Copyright Office (collectively, the “*Copyrights*”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution and misappropriation; *provided* that nothing in this Agreement shall constitute an assignment of an “intent to use” application of a trademark, to the extent such assignment would render the application void.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

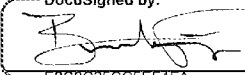
5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


GOLDSTAR EVENTS, INC.,
a California corporation

DocuSigned by:

By: _____
Name: **Brian Fenty**
Title: **President and Secretary**

[Signature Page to Intellectual Property Security Agreement]

AGREED TO AND ACCEPTED:

BAIN CAPITAL CREDIT, LP,
as Administrative Agent

DocuSigned by:


By: _____

Name: **Andrew S. Viens**

Title: **Managing Director & Global Head of Operations**

SCHEDULE 1



Patents

None.

SCHEDULE 2

Trademarks

| Mark | Country | Class | App. No./ App. Date | Reg. No./ Reg. Date | Current Owner | Status |
|------------|---------------|---------------------------|---------------------------|--------------------------|-----------------------|--------|
| RED VELVET | United States | US Classes: 100, 101, 107 | 86676206 Jun. 26, 2015 | 4893072 Jan. 26, 2016 | Goldstar Events, Inc. | Live |
| red velvet | United States | US Classes: 100, 101, 107 | 86676156 Jun. 26, 2015 | 4893071 Jan. 26, 2016 | Goldstar Events, Inc. | Live |
| red velvet | United States | US Classes: 100, 101, 102 | 86676150 Jun. 26, 2015 | 4958708 May 17, 2016 | Goldstar Events, Inc. | Live |
| red velvet | United States | US Classes: 100, 101 | 86676138 Jun. 26, 2015 | 5052448 Oct. 04, 2016 | Goldstar Events, Inc. | Live |
| RED VELVET | United States | US Classes: 100, 101 | 86676133 Jun. 26, 2015 | 4958707 May 17, 2016 | Goldstar Events, Inc. | Live |
| RED VELVET | United States | US Classes: 100, 101 | 86676129 Jun. 26, 2015 | 5052447 Oct. 04, 2016 | Goldstar Events, Inc. | Live |
| FIRST LOOK | United States | US Classes: 100, 101, 107 | 86676128 Jun. 26, 2015 | 4893070 Jan. 26, 2016 | Goldstar Events, Inc. | Live |
| goldstar | United States | US Classes: 100, 101, 107 | 86666821 Jun. 18, 2015 | 4689464 Jan. 19, 2016 | Goldstar Events, Inc. | Live |

| Mark | Country | Class | App. No./ App. Date | Reg. No./ Reg. Date | Current Owner | Status |
|---|---------------|--|---------------------------|--------------------------|-----------------------|--------|
|  | United States | U.S Class(es): 021, 023, 026, 036, 038 | 86666814 Jun. 18, 2015 | 5052425 Oct. 04, 2016 | Goldstar Events, Inc | Live |
|  | United States | US Classes: 100, 101, 102 | 86666811 Jun. 18, 2015 | 4958679 May 17, 2016 | Goldstar Events, Inc. | Live |
| GOLDSTAR | United States | U.S Class(es): 021, 023, 026, 036, 038 | 86666277 Jun. 17, 2015 | 5052424 Oct. 04, 2016 | Goldstar Events, Inc | Live |
| GOLDSTAR | United States | US Classes: 100, 101, 107 | 86666276 Jun. 17, 2015 | 4889415 Jan. 19, 2016 | Goldstar Events, Inc. | Live |
| GOLDSTAR | United States | US Classes: 100, 101, 102 | 86666275 Jun. 17, 2015 | 4958677 May 17, 2016 | Goldstar Events, Inc. | Live |

SCHEDULE 3

Copyrights

None.