

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CQ HOLDING COMPANY, INC.		07/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FORTRESS CREDIT CORP.		
Street Address:	345 Avenue of the Americas, 46th Flr.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97370125	\$ EXPRESS REWARDS	
Serial Number:	97481698	BRIDGEWAY	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622272		
Email:	carrie.rosenberg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis		
Address Line 2:	300 N. LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	41152-156		
NAME OF SUBMITTER:	Carrie Rosenburg		
SIGNATURE:	/Carrie Rosenburg/		
DATE SIGNED:	07/13/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 13, 2022, (this “Intellectual Property Security Agreement”), is made by CQ HOLDING COMPANY, INC. (the “Grantor”) in favor of FORTRESS CREDIT CORP., as administrative agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, the Grantor, a Delaware corporation has entered into that certain Credit Agreement, dated as of July 13, 2022 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, each lender from time to time a party thereto, the Administrative Agent, and the other parties from time to time party thereto;

WHEREAS, the Grantor has entered into that certain Guarantee and Collateral Agreement, dated as of July 13, 2022 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among, inter alios, the Grantor in favor of the Administrative Agent;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantor, to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Intellectual Property Security Agreement for recording such security interest with the United States Patent and Trademark Office, the United States Copyright Office, and/or other applicable Governmental Authorities; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or Security Agreement, as applicable.

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

SECTION 1. GRANT OF SECURITY. The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of the Grantor’s right, title and interest in, to, and under all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

1.1 Trademarks. (i) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or group of countries or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) the right to obtain all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all proceeds, including

license fees, royalties, income, payments, claims, damages and proceeds of suit arising therefrom (collectively, the “Trademarks”);

1.2 Trademark Licenses. Any agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use, register, renew and extend any Trademarks, including, without limitation, any of the foregoing referred to in Schedule 1;

1.3 Patents. (i) All letters patent of the United States, any other country or group of countries or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1, (iii) all rights to obtain any reissues or extensions of the foregoing, (iv) all rights corresponding thereto throughout the world, (v) all inventions and improvements described therein, (vi) all rights to sue for past, present and future infringements thereof, and (vii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit arising therefrom (collectively, the “Patents”);

1.4 Patent Licenses. All agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention practiced by, in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1;

1.5 Copyrights. (i) All copyrights, copyright registrations and copyright applications arising under the laws of the United States, any other country or group of countries or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 1), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, (iii) all rights corresponding thereto, including rights to sue for past, present and future infringements thereof, and (iv) all proceeds, including license fees, royalties, income, payments, claims, damages and proceeds of suit arising therefrom (collectively, the “Copyrights”);

1.6 Copyright Licenses. Any agreement naming the Grantor as licensor or licensee (including, without limitation, those listed in Schedule 1), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright;

1.7 Trade Secrets. All trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and (ii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

1.8 Trade Secret Licenses. Any and all agreements providing for the granting of any right in or to Trade Secrets (whether the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1;

1.9 Intellectual Property. All rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets and the Trade Secret Licenses and all rights to sue

at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and

1.10 Proceeds. All “proceeds” as such term is defined in Article 9 of the UCC on the date hereof and, in any event, shall include, without limitation, whatever is receivable or received when Intellectual Property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary (in each case, regardless of whether characterized as proceeds under the UCC), and any and all proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Collateral.

SECTION 2. RECORDATION. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. JURISDICTION; WAIVER OF JURY TRIAL. The provisions of Sections 10.14 and 10.15 of the Credit Agreement shall be incorporated herein, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CQ HOLDING COMPANY, INC.

By:  _____
Name: Cheryl Ash
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007785 FRAME: 0835

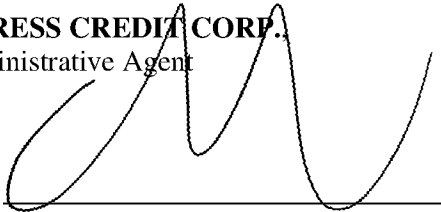
ADMINISTRATIVE AGENT:

FORTRESS CREDIT CORP.
as Administrative Agent

By:

Name: Avraham Dreyfuss

Title: Chief Financial Officer

A handwritten signature in black ink, appearing to be 'Avraham Dreyfuss', written over a horizontal line. The signature is stylized with a large initial 'A' and a prominent 'D'.

SCHEDULE 1
to Intellectual Property Security Agreement

Copyrights: None.

Copyright Licenses: None.


Patents: None.

Patent Licenses: None.

Trade Secrets: None.

Trade Secret Licenses: None.

Trademarks:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country/State</u>
CQ Holding Company, Inc.	EXPRESS REWARDS \$	97370125 (App. No.)	19-APR-2022 (App. Date)	United States
CQ Holding Company, Inc.	 Bridgeway	97481698 (App. No.)	29-JUNE-2022 (App. Date)	United States