

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WATCHFIRE SIGNS, LLC		07/22/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp. ("Fortress"), as administrative agent		
<b>Street Address:</b>	1345 Avenue of the Americas		
<b>Internal Address:</b>	c/o Fortress Investment Group		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5746788	WATCHFIRE IGNITE SPORTS	
<b>Registration Number:</b>	5746787	IGNITE SPORTS	
<b>Registration Number:</b>	5561184	AERVA	
<b>Registration Number:</b>	5411912	PRICE WATCHER	
<b>Registration Number:</b>	4814751	IGNITE OA	
<b>Registration Number:</b>	4814750	IGNITE OPX	
<b>Registration Number:</b>	4814749	IGNITE OP	
<b>Registration Number:</b>	4379104	WATCHFIRE	
<b>Registration Number:</b>	3122498	TIME-O-MATIC	
<b>Registration Number:</b>	3232119	IGNITE	
<b>Registration Number:</b>	3212056	IGNITE	
<b>Registration Number:</b>	2842512	WATCHFIRE	
<b>Registration Number:</b>	2814703		
<b>Registration Number:</b>	2854436	WATCHFIRE	
<b>Registration Number:</b>	6660834	READYDISPLAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		

CH \$390.00 5746788

**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.**

**Phone:** 2123108000  
**Email:** juan.arias@weil.com  
**Correspondent Name:** Virginia Gordon  
**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

<b>ATTORNEY DOCKET NUMBER:</b>	V. Gordon 45968.0118
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<b>NAME OF SUBMITTER:</b>	Virginia Gordon
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<b>SIGNATURE:</b>	/VIRGINIA GORDON/
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<b>DATE SIGNED:</b>	07/22/2022
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**Total Attachments: 6**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Fortress Credit Corp. ("Fortress"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 22, 2022, by and among WATCHFIRE INTERMEDIATE, I, Inc., a Delaware corporation ("Holdings"), WATCHFIRE BUYER, INC., a Delaware corporation, as the initial borrower (the "Initial Borrower" and prior to the consummation of the Watchfire Acquisition, the "Borrower"; provided, that the Initial Borrower shall be re-designated as a "Guarantor" immediately following the consummation of the Watchfire Acquisition), WATCHFIRE SIGNS, LLC, a Delaware limited liability company, as the borrower immediately following the consummation of the Watchfire Acquisition (the "Post-Acquisition Borrower", and, immediately following the consummation of the Watchfire Acquisition, the "Borrower"), each of the other entities from time to time party thereto as a Loan Party, the Lenders and Fortress, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (excluding, in any event, Excluded Property, the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

WATCHFIRE SIGNS, LLC  
as Grantor

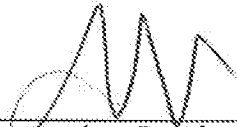
By: DocuSigned by:  
*Michael Chmielewski*  
42CE7885D07240E...  
Name: Michael Chmielewski  
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**FORTRESS CREDIT CORP.**  
as Administrative Agent

By: \_\_\_\_\_

Name:  Avraham Dreyfuss  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	OWNER ON RECORD
WATCHFIRE IGNITE SPORTS	US	Registered	5-Feb-18	87784220	5746788	7-May-19	Watchfire Signs, LLC
IGNITE SPORTS	US	Registered	5-Feb-18	87784215	5746787	7-May-19	Watchfire Signs, LLC
AERVA	US	Registered	14-Mar-18	87834622	5561184	11-Sep-18	Watchfire Signs, LLC
PRICE WATCHER	US	Registered	19-Jul-17	87533850	5411912	27-Feb-18	Watchfire Signs, LLC
IGNITE OA	US	Registered	10-Nov-14	86449718	4814751	15-Sep-15	Watchfire Signs, LLC
IGNITE OPX	US	Registered	10-Nov-14	86449703	4814750	15-Sep-15	Watchfire Signs, LLC
IGNITE OP	US	Registered	10-Nov-14	86449694	4814749	15-Sep-15	Watchfire Signs, LLC
WATCHFIRE	US	Registered	8-Nov-12	85775067	4379104	6-Aug-13	Watchfire Signs, LLC

TRADEMARK	COUNTRY	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	OWNER ON RECORD
TIME-O-MATIC	US	Registered	8-Aug-05	76644582	3122498	1-Aug-06	Watchfire Signs, LLC
IGNITE	US	Registered	10-Mar-2005	76633484	3232119	24-Apr-07	Watchfire Signs, LLC
IGNITE	US	Registered	10-Mar-2005	76633483	3212056	27-Feb-07	Watchfire Signs, LLC
WATCHFIRE	US	Registered	19-Feb-2003	76491024	2842512	18-May-04	Watchfire Signs, LLC
WATCHFIRE (DESIGN ONLY)	US	Registered	14-Feb-2003	76489549	2814703	17-Feb-04	Watchfire Signs, LLC
WATCHFIRE	US	Registered	30-Jan-2002	76365158	2854436	15-Jun-04	Watchfire Signs, LLC
READYDISPLAY	US	Registered	7-Oct-20	90239739	6660834	1-Mar-22	Watchfire Signs, LLC

2. TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	STATUS	APPLICATION DATE	APPLICATION NUMBER	OWNER ON RECORD
WATCHFIRE TECHNOLOGIES	US	Application Pending	3-Mar-22	97/295989	Watchfire Signs, LLC
WATCHFIRE SOUND	US	Application Pending	8-Apr-21	90/652,605	Watchfire Signs, LLC