

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encoding.com, Inc.		08/08/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Agent		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4878897	ENCODING INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	037984-0015		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	08/09/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of August 8, 2022, this “**Trademark Security Agreement Supplement**”), among Encoding.com, Inc., a Delaware corporation (the “**Grantor**”) and Fortress Credit Corp. in its capacities as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of October 15, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 15, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Telestream Holdings Corporation, a Delaware corporation (the “**Borrower**”), Thunder Parent Inc., a Delaware limited partnership (“**Holdings**”), the Lenders from time to time party thereto, and Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Grantor and the Administrative Agent have entered into that certain Trademark Security Agreement, dated as of October 15, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03I of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the goodwill of the business symbolized by the foregoing;
- C. all renewals of the foregoing;
- D. the right to sue third parties for past, present and future infringements or dilutions of such Trademark registrations and registration applications;

E. all Proceeds of and rights associated with the foregoing; and

F. all rights, priorities and privileges corresponding to any of the foregoing throughout the world;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement***. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests pledged, collaterally assigned, mortgaged, transferred and granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

ENCODING.COM, INC.

By: _____


Name: Jonathan Wilson

Title: President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK
REEL: 007816 FRAME: 0220

FORTRESS CREDIT CORP.
as Administrative Agent

By:



Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Encoding.com, Inc.	4,878,897	ENCODING INTELLIGENCE