

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAYCOM-LEGACY CONTENT COMPANY, LLC		10/20/2022	Limited Liability Company: DELAWARE
4 GUYS HOLDINGS LLC		10/20/2022	Limited Liability Company: OHIO
ELD HOLDINGS LLC		10/20/2022	Limited Liability Company: OHIO
FUNGUYS, LLC		10/20/2022	Limited Liability Company: OHIO
FAMILY ENTERTAINMENT HOLDINGS, LLC		10/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	INVESTORS BANK, as Agent		
Street Address:	101 JFK Park way		
City:	Short Hills		
State/Country:	UKRAINE		
Postal Code:	07078		
Entity Type:	Chartered Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5986206	CRUSHING IT!	
Registration Number:	5385917	MAGIC OF LIGHTS	
Serial Number:	97425958	MAGIC OF LIGHTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	732-855-6171		
Email:	aosbourne@wilentz.com		
Correspondent Name:	Wilentz, Goldman & Spitzer, P.A.		
Address Line 1:	90 Woodbridge Center Drive Suite 900 Box		
Address Line 2:	Anthony M. Osbourne, Esq.		
Address Line 4:	Woodbridge, NEW JERSEY 07095-0958		

OP \$90.00 5986206

NAME OF SUBMITTER:	Anthony M. Osbourne
SIGNATURE:	/Anthony M. Osbourne/
DATE SIGNED:	10/23/2022
Total Attachments: 10 source=Trademark combined cover sheet#page1.tif source=Trademark combined cover sheet#page2.tif source=Trademark combined cover sheet#page3.tif source=EXECUTED - IP Security Agreement (FEH-Raycom 2022)#page1.tif source=EXECUTED - IP Security Agreement (FEH-Raycom 2022)#page2.tif source=EXECUTED - IP Security Agreement (FEH-Raycom 2022)#page3.tif source=EXECUTED - IP Security Agreement (FEH-Raycom 2022)#page4.tif source=EXECUTED - IP Security Agreement (FEH-Raycom 2022)#page5.tif source=EXECUTED - IP Security Agreement (FEH-Raycom 2022)#page6.tif source=EXECUTED - IP Security Agreement (FEH-Raycom 2022)#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RAYCOM-LEGACY CONTENT COMPANY, L.L.C

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 20, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Investors Bank, as Agent

Street Address: 101 JFK Parkway

City: Short Hill

State: New Jersey

Country: USA Zip: 07078

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Chartered Bank Citizenship New Jersey

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Anthony M. Osbourne, Esq.

Internal Address: _____

Wilentz, Goldman & Spitzer, P.A.

Street Address: 90 Woodbridge Center Drive

Suite 900, Box 10

City: Woodbridge

State: NJ Zip: 07095

Phone Number: 732-855-6171

Docket Number: _____

Email Address: aosbourne@wilentz.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: /s/ Anthony M. Osbourne

Signature

Anthony M. Osbourne

Name of Person Signing

October 21, 2022

Date

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Attachment to Trademark Cover Sheet (continuation of information in Item 1)

Additional Conveying Parties:

4 GUYS HOLDINGS LLC
(an Ohio limited liability company)

ELD HOLDINGS LLC
(an Ohio limited liability company)

FUNGUYS, LLC
(an Ohio limited liability company)

FAMILY ENTERTAINMENT HOLDINGS, LLC
(a Delaware limited liability company)

Description	Owner	Registration Number/Application Number	Registration Date
CRUSHING IT!	Raycom-Legacy Content Company, LLC	Registration No. 5986206/Application No. 88368273	February 11, 2020
MAGIC OF LIGHTS (Word Mark)	4 Guys Holdings LLC	Registration No. 5385917/Application No. 87511477	January 23, 2018
MAGIC OF LIGHTS (Design)	4 Guys Holdings LLC	Application No. 97425958	May 24, 2022

**PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT (the "Agreement") is made on the 20th day of October, 2022 between **RAYCOM-LEGACY CONTENT COMPANY, LLC**, a limited liability company organized under the laws of the State of Delaware, **4 GUYS HOLDINGS LLC**, a limited liability company formed under the laws of the State of Ohio, **ELD HOLDINGS LLC**, a limited liability company formed under the laws of the State of Ohio, **FUNGUYS, LLC**, a limited liability company formed under the laws of the State of Ohio, and **FAMILY ENTERTAINMENT HOLDINGS, LLC**, a limited liability company under the laws of the State of Delaware (each a "Grantor" and collectively, the "Grantors"), and **INVESTORS BANK**, as Agent for the Lenders (the "Agent"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, each Grantor has executed a certain Revolving Credit and Security Agreement dated on or about the date hereof (as same may be amended, restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Agent to secure certain loans by Agent to certain Grantors; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to and has pledged and granted to Agent a security interest in, among other things, all right, title and interest of the Grantor in, to and under all of the Grantor's Intellectual Property (other than Excluded Assets), whether presently existing or hereafter arising or acquired, to secure the prompt payment and performance to Agent, Issuer and each Lender (and each other holder of any Secured Obligations) of the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor does hereby grant and pledge to Agent, a security interest in, all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the United States copyrights which have been registered with the United States Copyright Office and applications for United States copyright registration with the United States Copyright office which are presently, or in the future may be, owned by the Grantor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Grantor, including those listed on Schedule A hereto as the same may be updated hereafter from time to time ("Copyrights");
- (b) Each of the United States patents and the applications for United States, which are presently, or in the future may be owned by the Grantor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Grantor, including those listed on Schedule B as the same may be updated hereafter from time to time ("Patents"); and
- (c) Each of the United States trademark applications and trademarks, along with the good-will of the Grantor to which such trademark applications and trademarks relate, which are presently, or in the future may be owned by the Grantor, in whole or in part, together with the good-will associated with each, as well as all applications for trademarks now or hereafter owned by the Grantor, including those listed in Schedule C hereto as the same may be updated hereafter from time to time ("Trademarks").

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

- 1) If, before the Obligations have been Paid In Full:

(a) Grantor shall obtain rights to any new Trademark, any new Copyright, or any new patentable inventions, or become entitled to the benefit of any patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto; and

(b) any United States trademark applications filed in the United States Patent and Trademark Office based on intent to use the corresponding mark, along with any good-will of the Assignor relating to such trademarks ("ITU Marks") becomes registered with the United States Patent and Trademark Office, the terms of this Agreement shall automatically apply without any further action on the part of the Grantor or Agent (including, without limitation, the grant of a security interest by Grantor to Agent in any such ITU Mark which becomes registered with the United States Patent and Trademark Office).

- 2) Upon and during the occurrence of any Event of Default, Agent shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located.
- 3) At such time as the Obligations shall have been Paid In Full, this Agreement shall terminate and Agent shall execute and deliver to Grantor at Grantor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto and in accordance with the terms hereof.
- 4) All of Agent's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 5) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 6) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 7) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 8) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.
- 9) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE GRANTORS AND AGENT EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF AGENT. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 10) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Grantors and Agent and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.


RAYCOM-LEGACY CONTENT COMPANY, LLC

By: 
Name: Dennis Schulz
Title: Chief Financial Officer

4 GUYS HOLDINGS LLC

By: 
Name: Dennis Schulz
Title: Chief Financial Officer

FAMILY ENTERTAINMENT HOLDINGS, LLC

By: 
Name: Dennis Schulz
Title: Chief Financial Officer

ELD HOLDINGS LLC

By: 
Name: Dennis Schulz
Title: Chief Financial Officer

FUNGUYS, LLC

By: 
Name: Dennis Schulz
Title: Chief Financial Officer

(SIGNATURES CONTINUED ON NEXT PAGE)

[Signature Page to Patents, Trademarks and Copyrights Security Agreement]

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT]

CALIFORNIA BANK OF COMMERCE

By: 
Name: KEVIN SHEPARD
Title: Vice President

**SCHEDULE A
(Copyrights)**

None.

**SCHEDULE B
(Patents)**

Title	Pat. No.	Issue Date	App. No.	Filing Date	Owner of Record
Clip Holder for Outdoor Lights	11,384,922	07/12/2022	16/234,131	12/27/2018	ELD Holdings LLC

**SCHEDULE C
(Trademarks)**

Description	Owner	Registration Number/Application Number	Registration Date
CRUSHING IT!	Raycom-Legacy Content Company, LLC	Registration No. 5986206/Application No. 88368273	February 11, 2020
MAGIC OF LIGHTS (Word Mark)	4 Guys Holdings LLC	Registration No. 5385917/Application No. 87511477	January 23, 2018
MAGIC OF LIGHTS (Design)	4 Guys Holdings LLC	Application No. 97425958	May 24, 2022