

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768243

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 3Q Digital, Inc. | | 11/14/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust (London) Limited, as Security Agent | | |
| Street Address: | 1 King's Arms Yard | | |
| Internal Address: | Third Floor | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | EC2R 7AF | | |
| Entity Type: | Limited Co.: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4622226 | 3Q DIGITAL | |
| Registration Number: | 6157185 | 3Q | |
| Serial Number: | 97092899 | ACCEPT NO LIMITS | |
| Serial Number: | 97093270 | EMBARQ | |
| Serial Number: | 97131228 | GMMI | |
| Serial Number: | 97093293 | QLEAN | |
| Serial Number: | 97093314 | QOMPOSE | |
| Serial Number: | 90138032 | QONTROL | |
| Serial Number: | 90142342 | SIGNAL | |
| Serial Number: | 88733026 | TAG DETECTIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |

CH \$265.00 4622226

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|--|---------------|
| NAME OF SUBMITTER: | Jean Paterson |
| SIGNATURE: | /jep/ |
| DATE SIGNED: | 11/16/2022 |
| Total Attachments: 7 source=11-16-2022 3Q_Digital_Inc_US_Trademark#page1.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page2.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page3.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page4.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page5.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page6.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page7.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

November 14, 2022

WHEREAS, 3Q Digital, Inc., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and WILMINGTON TRUST (LONDON) LIMITED, as agent, are parties to a Senior Facilities Agreement dated 18 December 2019 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to a Security Agreement dated as of January 28, 2020 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and WILMINGTON TRUST (LONDON) LIMITED, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark registration and application identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York, including Section 5-1401 and Section 5-1402 of the New York General Obligations Law. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

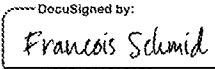
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer effective as of the date first above written.

3Q DIGITAL, INC.,
AS GRANTOR

By  _____
Name: François Louis Schmid
Title: President

Acknowledged:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer effective as of the date first above written.

3Q DIGITAL, INC.,
AS GRANTOR

By: _____
Name: François Louis Schmid
Title: President




Acknowledged:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By: 
Name: Antony Girling
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS/APPLICATIONS

| Title | Country | App. No. | Reg. No. | Status | Owner |
|---|--|-----------------|-----------------|---|------------------|
| 3Q Digital | United States | 86026156 | 4622226 | Registered Registration Date: October 14, 2014 | 3Q DIGITAL, INC. |
| 3Q  | United States | 88790746 | 6157185 | Registered Registration Date: September 22, 2020 | 3Q DIGITAL, INC. |
| 3Q  | International Register | N/A | 1548647 | Registered. Registration Date: July 23, 2020 | 3Q DIGITAL, INC. |
| | International Register (China - provisional refusal) | | | Pending. | 3Q DIGITAL, INC. |
| | European Union | | | Registered. Registration Date: July 23, 2020 | 3Q DIGITAL, INC. |
| | United Kingdom | | | Registered. Registration Date: July 23, 2020 | 3Q DIGITAL, INC. |
| | South Korea | | | Provisional Refusal | 3Q DIGITAL, INC. |
| | Singapore | | | Registered. Registration Date: July 23, 2020 | 3Q DIGITAL, INC. |
| 3Q  | United Kingdom | UK00801548647 | UK00801548647 | Registered. Registration Date: January 26, 2021 | 3Q DIGITAL, INC. |
| 3Q Digital | European Union | 18109812 | 18109812 | Registered. | 3Q DIGITAL, INC. |

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|--|---------------------------|---------------|---------------|--|---------------------|
| | | | | Registration Date: December 6, 2019 | |
| 3Q Digital 3Q Digital | Singapore | 40201917147Y | N/A | Registered. Registration Date: October 25, 2019. | 3Q DIGITAL, INC. |
| 3Q Digital | United Kingdom | UK00918109812 | UK00918109812 | Registered. Registration Date: December 6, 2019 | 3Q DIGITAL, INC. |
| ACCEPT NO LIMITS <small>ACCEPT NO LIMITS</small> | United States | 97092899 | N/A | Pending (Use Application). Application Date: October 26, 2021 | 3Q DIGITAL, INC. |
| EMBARQ EMBARQ | United States | 97093270 | N/A | Pending (Intent to Use). Application Date: October 26, 2021 | 3Q DIGITAL, INC. |
| GMMI GMMI | United States | 97131228 | N/A | Pending (Intent to Use). Application Date: November 18, 2021 | 3Q DIGITAL, INC. |
| QLEAN QLEAN | United States | 97093293 | N/A | Pending (Intent to Use). Application Date: October 26, 2021 | 3Q DIGITAL, INC. |
| QOMPOSE QOMPOSE | United States | 97093314 | N/A | Pending (Intent to Use). Application Date: October 26, 2021 | 3Q DIGITAL, INC. |
| QONTROL QONTROL | United States | 90138032 | N/A | Pending (Published - Intent to Use). Application Date: August 26, 2020 | 3Q DIGITAL, INC. |
| QONTROL | International Register | N/A | 1595602 | Registered. | 3Q DIGITAL, INC. |
| | China | | | Registration Date: January 15, 2021 | 3Q DIGITAL, INC. |

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| | European Union | | | | 3Q DIGITAL, INC. |
| | United Kingdom | | | Pending. | 3Q DIGITAL, INC. |
| | South Korea | | | Registration Date: January 15, 2021 | 3Q DIGITAL, INC. |
| | Singapore | | | | 3Q DIGITAL, INC. |
| SIQNAL SIQNAL | United States | 90142342 | N/A | Pending (Intent to Use). Application Date: August 27, 2020 | 3Q DIGITAL, INC. |
| SIQNAL | International Register | N/A | 1579437 | Registered. Registration Date: January 15, 2021 | 3Q DIGITAL, INC. |
| | China | | | Pending. | 3Q DIGITAL, INC. |
| | European Union | | | Registered. | 3Q DIGITAL, INC. |
| | United Kingdom | | | Registration Date: January 15, 2021 | 3Q DIGITAL, INC. |
| | South Korea | | | Pending. | 3Q DIGITAL, INC. |
| | Singapore | | | Registered. Registration Date: January 15, 2021 | 3Q DIGITAL, INC. |
| TAG DETECTIVE TAG DETECTIVE | United States | 88733026 | 6231501 | Registered. December 29, 2020 | 3Q DIGITAL, INC. |