

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROADCASTMED HOLDCO, LLC		10/04/2022	Limited Liability Company: DELAWARE
BROADCASTMED, LLC		10/04/2022	Limited Liability Company: DELAWARE
DIGITELL INC.		10/04/2022	Corporation: NEW YORK
HARBORSIDE PRESS, LLC		10/04/2022	Limited Liability Company: NEW YORK
HSPNETWORK, LLC		10/04/2022	Limited Liability Company: NEW YORK
HSP NEWS SERVICE LLC		10/04/2022	Limited Liability Company: NEW YORK
JADPRO, LLC		10/04/2022	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	ENTERPRISE BANK & TRUST
<b>Street Address:</b>	150 N. Meramec Ave.
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>Entity Type:</b>	Chartered Trust Company: MISSOURI

## PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
<b>Registration Number:</b>	4326616	BROADCASTMED
<b>Registration Number:</b>	4818204	CDE WORLD
<b>Serial Number:</b>	97405508	OPTOMETRIC MANAGEMENT EDUCATION
<b>Registration Number:</b>	6114489	NEW OD
<b>Registration Number:</b>	5094503	GLOBAL SPECIALTY LENS SYMPOSIUM
<b>Registration Number:</b>	4647926	RETINAL PHYSICIAN THERAPEUTIC AND SURGIC
<b>Registration Number:</b>	4468822	OPHTHALMIC PROFESSIONAL
<b>Registration Number:</b>	2651418	OPHTHALMOLOGY MANAGEMENT
<b>Registration Number:</b>	2327646	CONTACT LENSES TODAY

CH \$790.00 4326616

Property Type	Number	Word Mark
Registration Number:	1574833	OPTOMETRIC MANAGEMENT
Registration Number:	1495563	EYECAREBUSINESS
Registration Number:	1408495	CONTACT LENS SPECTRUM
Registration Number:	3967898	INSIDE DENTAL TECHNOLOGY
Registration Number:	3967897	INSIDE DENTAL TECHNOLOGY
Registration Number:	3967896	INSIDE DENTAL TECHNOLOGY
Registration Number:	3967895	INSIDE DENTAL TECHNOLOGY
Registration Number:	3465327	INSIDE DENTISTRY
Registration Number:	3368093	INSIDE DENTISTRY
Registration Number:	3441840	INSIDE DENTISTRY
Registration Number:	3368094	INSIDE DENTISTRY
Registration Number:	2593817	COMPENDIUM OF CONTINUING EDUCATION IN DE
Registration Number:	1438583	COMPENDIUM OF CONTINUING EDUCATION IN DE
Registration Number:	3911292	HARBORSIDE PRESS
Registration Number:	5944755	HARBORSIDE
Registration Number:	5944757	THE NEXUS OF KNOWLEDGE
Registration Number:	6102511	HARBORSIDE
Registration Number:	6102515	THE NEXUS OF KNOWLEDGE
Registration Number:	6187520	HARBORSIDE
Registration Number:	6187521	THE NEXUS OF KNOWLEDGE
Registration Number:	6200780	HARBORSIDE
Registration Number:	6200782	THE NEXUS OF KNOWLEDGE

**CORRESPONDENCE DATA**

**Fax Number:** 8169838080

*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:** 8169838000

**Email:** PTO-KC@huschblackwell.com

**Correspondent Name:** Husch Blackwell LLP

**Address Line 1:** 4801 Main Street, Suite 1000

**Address Line 4:** Kansas City, MISSOURI 64112

**ATTORNEY DOCKET NUMBER:** 467948-608

**NAME OF SUBMITTER:** Olivia Miller

**SIGNATURE:** /Olivia Miller/

**DATE SIGNED:** 12/08/2022

**Total Attachments: 9**

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### THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Third Amendment to Trademark Security Agreement, dated as of October 4, 2022 (this “Amendment”) is recorded with the United States Patent and Trademark Office (the “PTO”) to provide notice of the security interests granted in that certain and is entered into by and among

**BROADCASTMED HOLDCO, LLC**, a Delaware limited liability company (“Holdco”), **BROADCASTMED, LLC**, a Delaware limited liability company (“Broadcast Opco”), **DIGITELL INC.**, a New York corporation (“Digitell”), **HARBORSIDE PRESS, LLC**, a New York limited liability company (“Harborside”), **HSPNETWORK, LLC**, a New York limited liability company (“Network”), **HSP NEWS SERVICE LLC**, a New York limited liability company (“News”), and **JADPRO, LLC**, a New York limited liability company (“Jadpro”, and, together with Holdco, Broadcast Opco, Digitell, Harborside, Network and News are referred to individually and collectively herein as the “Debtor”) and **ENTERPRISE BANK & TRUST**, a Missouri chartered trust company (including its successors and assigns, “Secured Party”), pursuant to that certain Trademark Security Agreement dated December 23, 2021, as amended by that certain Second Amendment to Trademark Security Agreement dated August 19, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) among Debtor and Secured Party.

#### RECITALS

**WHEREAS**, Secured Party and Debtor have entered into the Loan and Security Agreement dated as of December 23, 2021, as amended by that certain First Amendment to Loan and Security Agreement dated as of August 12, 2022, as amended by that certain Second Amendment to Loan and Security Agreement dated as of August 19, 2022, as amended by that certain Third Amendment to Loan and Security Agreement, First Amendment to Pledge Agreement and Joinder to Loan Documents dated as of the date hereof (the “Loan Agreement”), pursuant to which Secured Party made available to Debtor certain credit facilities;

**WHEREAS**, as a condition to Secured Party’s extension of credit to Debtor, Debtor has agreed to execute and deliver this Amendment in order to grant to Secured Party a security interest in all of Debtor’s trademarks to secure the payment of the Obligations (as defined in the Loan Agreement); and

**WHEREAS**, Debtor has requested that Secured Party make certain amendments to the Trademark Security Agreement.

#### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used in this Amendment which are defined in the Trademark Security Agreement shall have the same meanings as defined therein, unless otherwise defined herein.
2. Exhibit A. *Exhibit A* to the Trademark Security Agreement is hereby deleted in its entirety and restated with *Exhibit A* attached hereto.
3. Representations and Warranties. Debtor hereby represents and warrants to Secured Party as follows:

(a) Recitals. The Recitals in this Amendment are true and correct in all respects.

(b) Incorporation of Representations. All representations and warranties of Debtor in the Trademark Agreement are incorporated herein in full by this reference and are true and correct as of the date hereof, except to the extent such representations and warranties relate solely to an earlier date in which case such representations and warranties were true and correct as of such earlier date.

(c) Power; Authorization. Debtor has the limited liability company or corporate power, as applicable, and has been duly authorized by all requisite limited liability company or corporate power, as applicable, to execute and deliver this Amendment and to perform its obligations hereunder and thereunder. This Amendment has been duly executed and delivered by Debtor.

(d) Enforceability. This Amendment is the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(e) No Violation. Debtor's execution, delivery and performance of this Amendment does not and will not (i) violate any law or any contractual restriction binding on or affecting Debtor to the extent that would reasonably be expected to have a material adverse effect; (ii) conflict with or result in a breach of Debtor's organizational documents, or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of Debtor, whether now owned or hereafter acquired, other than liens in favor of Secured Party.

#### 4. Effect and Construction of Amendment.

(a) Except as expressly provided herein, the Loan Documents (as defined in the Loan Agreement) shall remain in full force and effect in accordance with their respective terms, and this Amendment shall not be construed to impair the validity, perfection or priority of any lien or security interest securing the Obligations; or waive or impair any rights, powers or remedies of Secured Party under the Loan Documents.

(b) In the event of any inconsistency between the terms of this Amendment and the Trademark Security Agreement or any of the Loan Documents, this Amendment shall govern. Debtor acknowledges that Debtor has consulted with counsel and with such other experts and advisors as it has deemed necessary in connection with the negotiation, execution and delivery of this Amendment. This Amendment shall be construed without regard to any presumption or rule requiring that it be construed against the party causing this Amendment or any part hereof to be drafted.

5. Obligations Absolute. The obligation of Debtor to repay the Obligations, together with all interest accrued thereon, is absolute and unconditional, and there exists no right of set off or recoupment, counterclaim or defense of any nature whatsoever to payment of the Obligations.

6. References. All references in the Trademark Security Agreement to "this Agreement" shall be deemed to refer to the Trademark Security Agreement as amended hereby; and any and all references in the other Loan Documents to the Trademark Security Agreement shall be deemed to refer to the Trademark Security Agreement as amended hereby.

7. Conditions Precedent to Effectiveness of Amendment. This Amendment shall not be effective until the fulfillment, in Secured Party's sole discretion, of the following:

(a) Debtor shall have executed and delivered to Secured Party (i) this Amendment, (ii) any other documents required by Secured Party to evidence the transactions contemplated by this Amendment, in each case in form and substance satisfactory to Secured Party;

8. Post-Closing. To the extent not delivered on the date of this Amendment, within seven (7) days from the date of this Amendment, Debtor shall cause to be delivered to Secured Party original executed signature pages for this Amendment and the other Loan Documents executed in connection herewith.

9. Miscellaneous.

(a) Further Assurance. Debtor agrees to execute such other and further documents and instruments as Secured Party may reasonably request to implement the provisions of this Amendment and to perfect and protect the liens and security interests created by the Loan Documents.

(b) Benefit of Amendment. This Amendment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their respective successors and assigns. No other person or entity shall be entitled to claim any right or benefit hereunder, including, without limitation, the status of a third-party beneficiary of this Amendment.

(c) Notices. Any notices with respect to this Amendment shall be given in the manner provided for in the Trademark Security Agreement.

(d) Survival. All representations, warranties, covenants, agreements, undertakings, waivers and releases of Debtor contained herein shall survive until the Obligations are paid in full.

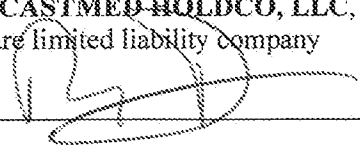
(e) Incorporation by Reference. All of the terms of the Loan Documents are incorporated in and made part of this Amendment by reference, including, but not limited to, Sections 8 (*Governing Law*), 9 (*Counterparts*) and 10 (*Severability*) of the Trademark Security Agreement.

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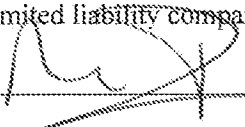
**SIGNATURE PAGE – THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

IN WITNESS WHEREOF, this Third Amendment to Trademark Security Agreement has been executed and delivered as of the date first above written.

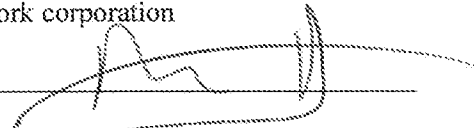
**BROADCASTMED HOLDCO, LLC,**  
a Delaware limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

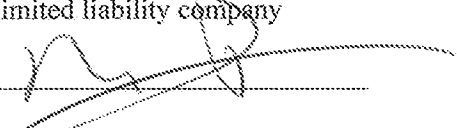
**BROADCASTMED, LLC,**  
a Delaware limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

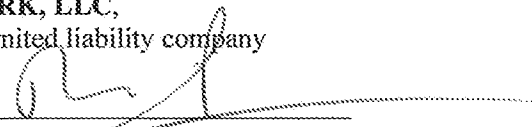
**DIGITELL, INC.,**  
a New York corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARBORSIDE PRESS, LLC,**  
a New York limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**HSPNETWORK, LLC,**  
a New York limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

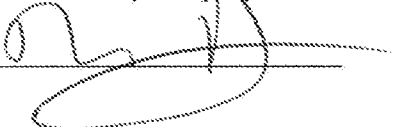
**SIGNATURE PAGE – THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

IN WITNESS WHEREOF, this Third Amendment to Trademark Security Agreement has been executed and delivered as of the date first above written.

**HSP NEWS SERVICE LLC,**  
a New York limited liability company

By:   
Name: \_\_\_\_\_  
Title:

**JADPRO, LLC,**  
a New York limited liability company

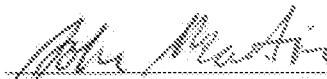
By:   
Name: \_\_\_\_\_  
Title:



SIGNATURE PAGE -- THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Secured Party:

ENTERPRISE BANK & TRUST


By:   
.....  
John Martin, Vice President

**EXHIBIT A**

**TRADEMARK RELATED COLLATERAL**

**TRADEMARK RELATED COLLATERAL**

**Trademarks – United States of America**

<b>Trademark</b>	<b>Registration Number</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Date</b>
BroadcastMed	4,326,616	85406157	August 24, 2011	April 30, 2013
CDE WORLD	4,818,204	85/624,513	May 14, 2012	September 22, 2015
OPTOMETRIC MANAGEMENT EDUCATION	N/A (Pending)	97/405,508	May 11, 2022	N/A (Pending)
NEW OD	6,114,489	88/387,400	April 16, 2019	July 28, 2020
GLOBAL SPECIALTY LENS SYMPOSIUM	5,094,503	86/957,751	March 30, 2016	December 6, 2016
RETINAL PHYSICIAN THERAPEUTIC AND SURGICAL TREATMENT OF THE POSTERIOR SEGMENT	4,647,926	86/116,143	November 12, 2013	December 2, 2014
 Ophthalmic PROFESSIONAL	4,468,822	85/780,749	November 15, 2012	January 21, 2014
OPHTHALMOLOGY MANAGEMENT	2,651,418	76/255,627	May 11, 2001	November 19, 2002
CONTACT LENSES TODAY	2,327,646	75/379,044	October 24, 1997	March 14, 2000
OPTOMETRIC MANAGEMENT	1,574,833	73/760,231	January 2, 1990	January 2, 1990
EYECAREBUSINESS	1,495,563	73/688,572	October 8, 1987	July 5, 1988

CONTACT LENS SPECTRUM	1,408,495	73/583,767	February 18, 1986	September 9, 1986
INSIDE DENTAL TECHNOLOGY	3,967,898	85/081780	July 9, 2010	May 24, 2011
INSIDE DENTAL TECHNOLOGY	3,967,897	85/081,778	July 9, 2010	May 24, 2011
INSIDE DENTAL TECHNOLOGY	3,967,896	85/081,774	July 9, 2010	May 24, 2011
INSIDE DENTAL TECHNOLOGY	3,967,895	85/081,770	July 9, 2010	May 24, 2011
INSIDE DENTISTRY	3,465,327	77/149,985	April 5, 2007	January 15, 2008
INSIDE DENTISTRY	3,368,093	77/149,943	April 5, 2007	July 15, 2008
INSIDE DENTISTRY	3,441,840	77/149,997	April 5, 2007	June 3, 2008
INSIDE DENTISTRY	3,368,094	77/149,957	April 5, 2007	January 15, 2008
COMPENDIUM OF CONTINUING EDUCATION IN DENTISTRY (& Design)	2,593,817	76/119,083	August 29, 2000	July 16, 2002
COMPENDIUM OF CONTINUING EDUCATION IN DENTISTRY	1,438,583	73/623,411	October 1, 1986	May 5, 1987
HARBORSIDE PRESS	3,911,292	76/699,070	August 20, 2009	January 25, 2011
HARBORSIDE	5,944,755	87/691127	November 20, 2017	December 24, 2019
THE NEXUS OF KNOWLEDGE	5,944,757	87/692903	November 21, 2017	December 24, 2019
HARBORSIDE	6,102,511	87/691148	November 20, 2017	July 14, 2020
THE NEXUS OF KNOWLEDGE	6,102,515	87/692947	November 21, 2017	July 14, 2020

HARBORSIDE	6,187,520	87/691137	November 20, 2017	November 3, 2020
THE NEXUS OF KNOWLEDGE	6,187,521	87/692935	November 21, 2017	November 3, 2020
HARBORSIDE	6,200,780	87/691152	November 20, 2017	November 17, 2020
THE NEXUS OF KNOWLEDGE	6,200,782	87/692953	November 21, 2017	November 17, 2020

**Trademarks – Canada**

Trademark	Registration Number	Serial Number	Filing Date	Registration Date
THE COMPENDIUM OF CONTINUING EDUCATION IN DENTISTRY	TMA435790	0730947	June 11, 1993	November 18, 1994

**Fictitious/Tradenames**

1. MD-ID
2. mDNA
3. ORLive, Inc.
4. Portable Broadcasting Kit (PBK)
5. Digitell
6. AEGIS Publications, LLC
7. AEGIS Communications
8. Dental Learning Systems
9. AEGIS Dental Network
10. Inside Dentistry
11. Inside Dental Technology
12. Inside Dental Hygiene
13. Inside Dental Assisting
14. CDEWorld
15. Harborside
16. Harborside Medical Education