

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMAGINE HOLDING COMPANY, LLC		12/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK, as Administrative Agent		
Street Address:	3333 Peachtree Rd NE, 6th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5122583	CREWMATE	
Registration Number:	4856531	GO ANYWHERE. BE ANYTHING.	
Registration Number:	2781600	IMAGINE	
Registration Number:	2870918	IMAGINE	
Registration Number:	1735409	IMAGINE	
Registration Number:	1780090	IMAGINE	
Serial Number:	88522560	IMAGINE IMPACT	
Serial Number:	88522571	IMPACT	
Serial Number:	88522564	IMPACT	
Registration Number:	4810025	WONDER CREW	
Registration Number:	5489689	JAX MEDIA	
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:	6504732629		
Email:	ipcalendardept@omm.com		
Correspondent Name:	Scott Pink		
Address Line 1:	2765 Sand Hill Rd.		

CH \$290.00 5122583

Address Line 2: O'Melveny & Myers LLP
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 0843983-00005

NAME OF SUBMITTER: Scott Pink

SIGNATURE: /Scott Pink/

DATE SIGNED: 12/15/2022

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of December 13, 2022

WHEREAS, Imagine Holding Company, LLC (the “Grantor”) now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired by the Grantor;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement dated as of December 13, 2022 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement), among Grantor, as Borrower, the Guarantors referred to therein from time to time, the Lenders referred to therein from time to time (the “Lenders”), the Issuing Banks referred to therein from time to time and Truist Bank, as Administrative Agent, the Lenders have agreed to make Loans to the Grantor;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Grantor including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor’s Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations;

WHEREAS, the Administrative Agent and the Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in and to all of the Grantor’s right, title and interest in, to and under the following (all of

the following items (i) - (iii) or types of property being collectively referred to herein as the "Trademark Collateral"; provided, that anything to the contrary herein notwithstanding, the Trademark Collateral shall not include the Excluded Collateral), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor):

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Grantor agrees that if any Person shall do or perform any act which the Administrative Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of the Grantor, the Administrative Agent, or the other Secured Parties, or if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such steps and institute such suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Grantor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Grantor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Grantor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. The Grantor and the Administrative Agent hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid and performed in full, the Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to the Grantor, at the Grantor's request and sole cost and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default (or Default under Section 7.1(h) or (i) of the Credit Agreement) shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents executed by the Grantor, the Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by electronic transmission shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its respective duly Authorized Officer as of the date first set forth above.

GRANTORS:

IMAGINE HOLDING COMPANY, LLC

By: 

Name: STEVE SHIKAYA

Title: Authorized Signatory

ACCEPTED:

TRUIST BANK,
as Administrative Agent





By: 







Name: J. Matthew Rowand






Title: Director


Schedule A
to Trademark Security Agreement


TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Argentina	Imagine Holding Company, LLC	2402418	2761240	6/24/2005	
Argentina	Imagine Holding Company, LLC	2402419	2761241	6/24/2005	
Australia	Imagine Holding Company, LLC	936787	936787	4/7/2005	
Australia	Imagine Holding Company, LLC	2075386	2075386	1/25/2021	IMAGINE IMPACT
Brazil	Imagine Holding Company, LLC	825186242	825186242	12/12/2017	

Canada	Imagine Holding Company, LLC	1169295	TMA771408	7/7/2010	
Canada	Imagine Holding Company, LLC	1176148	TMA620816	9/28/2004	
China	Imagine Holding Company, LLC	3402611	3402611	6/7/2004	
Colombia	Imagine Holding Company, LLC	2002111121	280647	2/26/2004	
Denmark	Imagine Holding Company, LLC	33462000	VR200100643	2/1/2001	IMAGINE
European Community	Imagine Holding Company, LLC	2967487	2967487	3/2/2007	
Hong Kong	Imagine Holding Company, LLC	200218906	2004600345AA	1/16/2004	

Japan	Imagine Holding Company, LLC	2002106571	4753518	3/5/2004	
New Zealand	Imagine Holding Company, LLC	669855	669855	1/13/2005	
New Zealand	Imagine Holding Company, LLC	669854	669854	1/13/2005	
Singapore	Imagine Holding Company, LLC	TO218809E	TO218809E	12/5/2002	
Switzerland	Imagine Holding Company, LLC	576402014	661154	7/10/2014	IMAGINE
United Kingdom	Imagine Holding Company, LLC	2967487	UK00902967487	3/2/2007	
United States of America	Imagine Holding Company, LLC	87/039306	5122583	1/17/2017	CREWMATE

United States of America	Imagine Holding Company, LLC	86/362920	4856531	11/17/2015	GO ANYWHERE. BE ANYTHING
United States of America	Imagine Holding Company, LLC	76/463771	2781600	11/11/2003	IMAGINE
United States of America	Imagine Holding Company, LLC	76/464046	2870918	8/10/2004	IMAGINE
United States of America	Imagine Holding Company, LLC	74/262809	1735409	11/24/1992	IMAGINE
United States of America	Imagine Holding Company, LLC	74/262810	1780090	7/6/1993	IMAGINE IMAGINE IMPACT
United States of America	Imagine Holding Company, LLC	88/522560			IMAGINE IMPACT
United States of America	Imagine Holding Company, LLC	88/522571			

United States of America	Imagine Holding Company, LLC	88/522564				
United States of America	Imagine Holding Company, LLC	86/362895	4810025	9/8/2015	WONDER CREW	
United States of America	Imagine Holding Company, LLC	87/447428	5489689	6/12/2018	JAX MEDIA	

TRADEMARK LICENSES

1. Intellectual Property License and Assignment Agreement, dated as of April 17, 2020, by and among Imagine Holding Company, LLC, Imagine Entertainment, LLC and Imagine Impact, LLC.