

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775053

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blue Ant Media Inc.		12/06/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as administrative agent		
<b>Street Address:</b>	100 King Street West		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4933509	BLUE ANT MEDIA	
<b>Registration Number:</b>	4933508	BLUE ANT MEDIA	
<b>Registration Number:</b>	4969187	BLUE ANT MEDIA	
<b>Registration Number:</b>	4969186	BLUE ANT MEDIA	
<b>Serial Number:</b>	97134509	TOTAL CRIME	
<b>Serial Number:</b>	97086243	HOMEFUL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6137839690		
<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>			
<b>Phone:</b>	6137839644		
<b>Email:</b>	anna.clark@dentons.com		
<b>Correspondent Name:</b>	Anna Clark		
<b>Address Line 1:</b>	99 Bank Street		
<b>Address Line 2:</b>	Suite 1420		
<b>Address Line 4:</b>	Ottawa, ONTARIO K1P 1H4		
<b>NAME OF SUBMITTER:</b>	Anna Clark		
<b>SIGNATURE:</b>	/Anna Clark/		
<b>DATE SIGNED:</b>	12/19/2022		

OP \$165.00 4933509

**Total Attachments: 8**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This Agreement is granted this 6 day of December, 2022 by the undersigned (the "**Grantor**") in favour of Bank of Montreal, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders (as hereinafter defined).

**WHEREAS** Blue Ant Media Inc. (the "**Borrower**"), the lenders from time to time party thereto and the Agent are parties to a credit agreement dated August 31, 2018 as amended by amendments thereto dated October 25, 2019, April 27, 2020, August 27, 2020, December 23, 2020, February 8, 2021, and February 11, 2021 (as amended, the "**Existing Credit Agreement**"), providing for certain credit facilities (the "**Existing Credit Facilities**");

**AND WHEREAS** the Borrower, the Agent and the Lenders agreed to amend the Existing Credit Facilities (as amended, the "**Credit Facilities**") pursuant to the terms of a first amended and restated credit agreement dated on or about the date hereof (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**");

**AND WHEREAS** the Borrower has executed and delivered to the Agent that certain general security agreement, dated August 31, 2018, in connection with the Existing Credit Agreement, and will execute and deliver a confirmation of guarantee and security agreement, confirming its obligations thereunder, in connection with the Amended and Restated Credit Agreement (the "**Canadian Security Agreement**");

**AND WHEREAS** the Borrower has agreed to enter into a joinder agreement in respect of that previous security agreement, dated September 24, 2018, executed and delivered to the Agent in connection with the Existing Credit Agreement (the "**US Security Agreement**");

**AND WHEREAS** under the terms of the Canadian Security Agreement and the US Security Agreement, the Grantor has granted to the Agent a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement for recording with applicable governmental authorities, including but not limited to the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office;

**AND WHEREAS** the Borrower, Blue Ant Media Solutions Inc. ("**BAMSI**") and Blue Ant Media Music Inc. ("**BAMM**") have each executed and delivered to the Agent a trademark security agreement dated August 31, 2018 (the "**BAMI Trademark Agreement**", the "**BAMSI Trademark Agreement**" and the "**BAMM Trademark Agreement**", respectively and collectively the "**Existing Trademark Agreements**") in connection with the Existing Credit Agreement;

**AND WHEREAS** the Grantor has since acquired additional intellectual property and whereas the intellectual property in connection with the BAMSI Trademark Agreement and the BAMM Trademark Agreement has since been transferred to the Grantor, the parties hereto wish to amend and restate the Existing Trademark Agreements in their entirety pursuant to the terms and conditions of this Agreement, to among other things, specifically include the additional intellectual property forming part of the collateral.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

**Section 1. Grant of Security Interest**

As security for all present and future, direct or indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders arising under the Amended and Restated Credit Agreement including without limitation, the Obligations (as defined in the Amended and Restated Credit Agreement), the Grantor hereby assigns and grants, as security, to the Agent a security interest (the "**Security Interest**") in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule "A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto (individually, a "**Licence Agreement**"), and all rights corresponding thereto throughout the world (all of the foregoing trademarks and rights are sometimes hereinafter referred individually as a "**Trademark**", and, collectively, as the "**Trademarks**".)

**Section 2. Exception to Security Interest**

The last day of the term of any Licence Agreement is specifically exempted from the Security Interest, but the Grantor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Grantor. To the extent that the granting of the Security Interest in respect of any Licence Agreement to which the Grantor is a party would constitute a breach or cause the acceleration thereof, the Grantor hereby agrees to use commercially reasonable efforts to obtain from the other party or parties thereto any necessary consents to the charging and assignment thereof in favour of the Agent, and the attachment of the Security Interest thereto shall be postponed until such consent is provided. Upon the provision of such consent, the Security Interest shall immediately attach thereto. Until such attachment, the Grantor shall hold its interest therein in trust for the Agent, unless the holding of such interest by the Grantor in trust for the Agent would constitute a breach or cause the acceleration thereof.

**Section 3. Event of Default**

In this agreement, "Event of Default" has the meaning ascribed thereto in the Amended and Restated Credit Agreement. Upon the occurrence and during the continuation of an Event of Default, the Agent shall be entitled to enforce the Security Interest and in so doing may exercise all rights and remedies in respect of the Trademarks which are available at law (specifically including all rights and remedies of a secured party under the *Personal Property Security Act* (Ontario) or any equivalent legislation thereto).

**Section 4. Agent's Appointment as Attorney-in-Fact**

The Grantor irrevocably constitutes and appoints the Agent and each of its authorized agents from time to time as the true and lawful attorney of the Grantor with power of substitution in the name of the Grantor, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Grantor on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Agent deems to be in the best interest of the Lenders, including without limitation, the realization or collection of all or any income, damages or payments related thereto;

grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Agent may determine as permitted by law and whether or not the Agent has taken possession of the Trademarks.

Section 5. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Grantor agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Grantor hereby accepts and irrevocably submits to the jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Agent to bring or initiate proceedings against the Grantor or any other person elsewhere.

Section 6. **Further Assurances**

From time to time, at the request of the Agent, the Grantor shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Agent may reasonably request in order to create, preserve and perfect the Security Interest, to enable the Agent to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

Section 7. **Amendment and Restatement**

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Existing Trademark Agreements.

Section 8. **Paramountcy**

To the extent that there is any inconsistency between a provision of this Agreement and a provision of the Amended and Restated Credit Agreement, the provision of the Amended and Restated Credit Agreement shall govern.

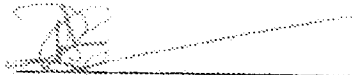
Section 9. **Recordation**

The Grantor agrees that this Agreement may be recorded with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office and such other applicable governmental authorities to provide notice to third parties of the Security Interest granted under the Canadian Security Agreement and under the US Security Agreement.

(The remainder of this page is intentionally blank. Signature page follows.)

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered by the Grantor under the hands of its proper officers duly authorized in that behalf.



**BLUE ANT MEDIA INC., as Grantor**

By:   
Name: Robb Chase  
Title: Chief Financial Officer

**Schedule "A"**

List of Trademarks

**Canada**

<b>Owner</b>	<b>Trademark</b>	<b>Registration/Application No.</b>
Blue Ant Media Inc.	BLUE ANT MEDIA	TMA899080
Blue Ant Media Inc.	BLUE ANT MEDIA & DESIGN 	TMA917191
Blue Ant Media Inc.	BLUE ANT MEDIA DESIGN 	TMA917201
Blue Ant Media Inc.	LOOK MOM PRODUCTIONS	TMA1070256
Blue Ant Media Inc.	MAKEFUL	TMA1053158
Blue Ant Media Inc.	LOVE NATURE	TMA979327
Blue Ant Media Inc.	AUX	TMA812576
Blue Ant Media Inc.	SUMMER'S BEST	TMA738204
Blue Ant Media Inc.	A.SIDE	TMA1055857
Blue Ant Media Inc.	OasisHD	TMA660994
Blue Ant Media Inc.	CANADIAN HOME WORKSHOP	TMA603250
Blue Ant Media Inc.	COTTAGE LIFE	TMA429772
Blue Ant Media Inc.	WHERE EVERY DAY IS THE WEEKEND	TMA1007588
Blue Ant Media Inc.	COTTAGE LIFE	TMA953435

Blue Ant Media Inc.	T+ E & Design	TMA937955
Blue Ant Media Inc.	ADRENALINE	TMA804763
Blue Ant Media Inc.	letters e, q, h and d	TMA791309
Blue Ant Media Inc.	EQHD	TMA790914
Blue Ant Media Inc.	Letters r, a and d inside letter x inside stylized circles	TMA789544
Blue Ant Media Inc.	RADX	TMA788871
Blue Ant Media Inc.	TRAVEL + ESCAPE	TMA755957
Blue Ant Media Inc.	TRAVEL + ESCAPE zig zag design	TMA755951
Blue Ant Media Inc.	Oasis	TMA699903
Blue Ant Media Inc.	ArtefactHD	TMA683955
Blue Ant Media Inc.	PINE TREE Design	TMA602794
Blue Ant Media Inc.	COTTAGE LIFE & DESIGN	TMA468780
Blue Ant Media Inc.	CANADIAN WORKSHOP	TMA254184
Blue Ant Media Inc.	MAPLE LEAF DESIGN	Application No. 2146202
Blue Ant Media Inc.	HOMEFUL	Application No. 2180038
Blue Ant Media Inc.	ANIMALOGIC Design	Application No. 2081835
Blue Ant Media Inc.	FLORALOGIC Design	Application No. 2081847



Blue Ant Media Inc.	CRIMETIME	Application No. 2022641
Blue Ant Media Inc.	MOBILESYPUR	Application No. 2016647
Blue Ant Media Inc.	HAUNT TV	Application No. 2022642
Blue Ant Media Inc.	SLOW BURN	Application No. 1998812
Blue Ant Media Inc.	ANIMALOGIC	Application No. 2073221
Blue Ant Media Inc.	FLORALOGIC	Application No. 2073226
Blue Ant Media Inc.	ANIMALOGIC Design	Application No. 2073227
Blue Ant Media Inc.	ANIMALOGIC A Design	Application No. 2073228
Blue Ant Media Inc.	MOBILESYPUR & Maple Leaf Design	Application No. 2146201
Blue Ant Media Inc.	HISTORY TIME Design	Application No. 2181077

**United States**

<b>Owner</b>	<b>Trademark</b>	<b>Registration/Serial/Application No.</b>
Blue Ant Media Inc.	BLUE ANT MEDIA	4933509
Blue Ant Media Inc.	BLUE ANT MEDIA	4933508
Blue Ant Media Inc.	BLUE ANT MEDIA	4969187
Blue Ant Media Inc.	BLUE ANT MEDIA	4969186
Blue Ant Media Inc.	TOTAL CRIME	97134509
Blue Ant Media Inc.	HOMEFUL	97086243

Blue Ant Media Solutions Inc. (to be updated to Blue Ant Media Inc.)	LOVE NATURE	6330544
Blue Ant Media Solutions Inc. (to be updated to Blue Ant Media Inc.)	LAKE DOCKS AND DECKS	5624360
Blue Ant Media Solutions Inc. (to be updated to Blue Ant Media Inc.)	MAKEFUL	86738351
Blue Ant Media Solutions Inc. (to be updated to Blue Ant Media Inc.)	COTTAGE LIFE	1842912
Beach House Pictures Pte Ltd.	CLEOPATRA WONG	6274995
Blue Ant Media Inc.	LOVE NATURE	88365855