

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM792564

<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>
Budge Studios Inc.		03/03/2023	Corporation: CANADA
Studios Budge Inc.		03/03/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Metropolitan Partners Group Administration, LLC		
<b>Street Address:</b>	850 Third Avenue		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5276755	BUDGE STUDIOS	
<b>Registration Number:</b>	5413175	BUDGE STUDIOS	
<b>Registration Number:</b>	6147624	MISS HOLLYWOOD	
<b>Registration Number:</b>	6010590	BUDGE WORLD	
<b>Registration Number:</b>	5476270	BUDGE	
<b>Registration Number:</b>	5987072	BUDGE	
<b>Registration Number:</b>	5481862	EVERRUN	
<b>Registration Number:</b>	5799174	BUDGE GAMES	
<b>Registration Number:</b>	6435309	RACECRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	215-939-7332		
<b>Email:</b>	SSiddiqui@sp-firm.com		
<b>Correspondent Name:</b>	SHAHRAM M. SIDDIQUI, ESQ.		
<b>Address Line 1:</b>	SP LEGAL ADVISORS PLLC		
<b>Address Line 2:</b>	2174 HEWLETT AVENUE #204A		

OP \$240.00 5276755

**Address Line 4:** MERRICK, NEW YORK 11566

**NAME OF SUBMITTER:** Shahram M. Siddiqui

**SIGNATURE:** /s/ Shahram M. Siddiqui

**DATE SIGNED:** 03/07/2023

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated March 3, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of **METROPOLITAN PARTNERS GROUP ADMINISTRATION LLC**, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Collateral Agent**”).

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated the date hereof, by and among the Tilting Point Media LLC, a Delaware limited liability company, as a borrower (the “**Borrower**”), the guarantors from time-to-time a party thereto, the lenders from time-to-time party thereto (the “**Lenders**”) and the Agent (including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), the Lenders have agreed to make a loan and provide other financial accommodations to the Borrower (the “**Loan**”);

**WHEREAS**, under the terms of the Loan Agreement, each Grantor must grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors;

**WHEREAS** the Grantors have agreed as a condition thereof to enter into, execute and register a Québec Deed of Hypothec dated the day hereof (the “**Deed of Hypothec**”) and RH Form, the whole, to grant and perfect a security interest in their Intellectual Property;

**WHEREAS** the Grantors have agreed to enter into this IP Security Agreement for recordation purposes with the Canadian Intellectual Property Office (“**CIPO**”), the United States Patent and Trademarks Office (“**USPTO**”) and any other governmental authorities, as applicable.

**WHEREAS** capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Deed of Hypothec.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security.** Each Grantor hereby acknowledges that they’ve entered into the Deed of Hypothec and have granted to the Collateral Agent for the benefit of the Secured Parties a hypothec and security in all of such Grantor’s right, title and interest in and to the following Intellectual Property (the “**Collateral**”): (i) registered trademarks and trademarks for which applications are pending at CIPO, as set forth in Schedule A hereto; (ii) registered trademarks and trademarks for which applications are pending at USPTO, as set forth in Schedule B hereto; and (iii) the registrations of copyrights at CIPO, as set forth in Schedule C hereto.
2. **Security for Obligations.** The grant of a security interest in the Intellectual Property by each Grantor under the Deed of Hypothec secures the payment of all Secured Obligations, in principal and interest, of such Grantor.

3. **Recordation.** This IP Security Agreement has been executed and delivered by the Grantors hereto for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademarks Office and other governmental authorities, as applicable (the “**IP Agencies**”). Each Grantor authorizes and requests that the IP Agencies record this IP Security Agreement.
4. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Deed of Hypothec. Each Grantor does hereby acknowledge and confirm that the grant of the security interest to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Deed of Hypothec, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Deed of Hypothec, the terms of the Deed of Hypothec shall govern.
6. **Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein.
7. **Severability.** In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Deed of Hypothec shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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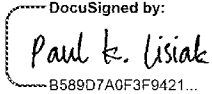
**IN WITNESS WHEREOF**, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BUDGE STUDIOS INC. / STUDIOS BUDGE  
INC.**

By:  DocuSigned by:  
Kevin Segalla  
89F3BA78E7A7464...

Name: Kevin Segalla  
Title: Authorized Signatory

**METROPOLITAN PARTNERS GROUP  
ADMINISTRATION LLC**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Paul Lisiak  
Title: Authorized Signatory

**SCHEDULE A  
REGISTERED TRADEMARKS AND APPLICATIONS FOR TRADEMARK  
REGISTRATIONS AT CIPO**

<b>Country</b>	<b>Trade-mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Canada	BUDGE (& DESIGN) 	1799269	2016-09-08	TMA1051896	2019-08-30
Canada	BUDGE WORLD	1789790	2016-07-04	TMA998488	2018-06-07
Canada	Miss Hollywood	1731774	2015-06-08	TMA996338	2018-05-10
Canada	EVERRUN	1804972	2016-10-17	TMA1007938	2018-10-31
Canada	Budge Studios logo 	1698952	2014-10-21	TMA948673	2016-09-08
Canada	Budge Studios	1695686	2014-09-26	TMA948697	2016-09-08
Canada	BUDGE	1732061	2015-06-09	TMA996327	2018-05-10
Canada	BUDGE GAMES	1874961	2017-12-22	TMA1089032	2020-12-02
Canada	RACECRAFT	1969685	2019-06-12	Awaiting examination	

**SCHEDULE B  
REGISTERED TRADEMARKS AND APPLICATIONS FOR TRADEMARK  
REGISTRATIONS AT USPTO**

<b>Country</b>	<b>Trade-mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	BUDGE STUDIOS	86472502	2014-12-02	5276755	2017-08-29
United States	Budge Studios logo	86472492	2014-12-02	5413175	2018-02-27
United States	MISS HOLLYWOOD	86657198	2015-06-08	6147624	2020-09-08
United States	BUDGE WORLD	87093556	2016-07-05	6010590	2020-03-17
United States	Budge logo	87163735	2016-09-07	5476270	2018-05-22
United States	BUDGE	86661416	2015-06-12	5987072	2020-02-18
United States	EVERRUN	87205984	2016-10-17	5481862	2018-05-29
United States	BUDGE GAMES	88210926	2018-11-29	5799174	2019-07-09
United States	RACECRAFT	88757282	2020-01-13	6435309	2021-07-27



**SCHEDULE C  
COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT  
REGISTRATIONS AT CIPO**

<b>Country</b>	<b>Work</b>	<b>Date Published</b>	<b>Registration No.</b>	<b>Date Registered</b>
Canada	BLURB version 1: Cartoon mascot - Little friendly green monster with horns and one tooth.	2010-12- 01	1150176	2018-05-28
Canada	BLURB version 2: Cartoon mascot - Little friendly green monster with horns and one tooth	2013-05-03	1150177	2018-05-28
Canada	BLURB version 3: Cartoon mascot - Little friendly green monster with horns and one tooth.	2016-10-20	1150178	2018-05-28