

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811986

<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>
MJH Healthcare Intermediate Holdings, LLC		05/19/2023	Limited Liability Company: DELAWARE
MJH Healthcare Holdings, LLC		05/19/2023	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N. A.		
<b>Street Address:</b>	101 North Tryon Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5928579	MESMERIZE	
<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>	2128598000		
<b>Email:</b>	teas@friedfrank.com		
<b>Correspondent Name:</b>	Forrest Grossman c/o Fried Frank et al		
<b>Address Line 1:</b>	1 New York Plaza		
<b>Address Line 2:</b>	27th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	033748-00165		
<b>NAME OF SUBMITTER:</b>	Forrest Grossman		
<b>SIGNATURE:</b>	/Forrest Grossman/		
<b>DATE SIGNED:</b>	05/22/2023		
<b>Total Attachments: 8</b>			

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## Supplement to the Security Agreement

SUPPLEMENT NO. 1 (this “**Supplement**”), dated as of May 19, 2023 to the Security Agreement dated as of December 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among MJH Healthcare Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), MJH Healthcare Holdings, LLC, a New Jersey limited liability company (the “**Borrower**”), each Subsidiary of the Borrower from time to time party thereto (together with Holdings and the Borrower, collectively, the “**Pledgors**”) and Bank of America, N.A., as collateral agent for the Secured Parties referred to therein (together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

A. Reference is made to the Amended and Restated Credit Agreement, dated as of January 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Holdings, the Borrower, the Lenders party thereto from time to time, Bank of America, N.A., as administrative agent and collateral agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

C. Section 5.16 of the Security Agreement provides that additional Subsidiaries of the Borrower may become Pledgors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. Each undersigned Subsidiary (each a “**New Subsidiary**” and collectively, the “**New Subsidiaries**”) is executing this Supplement in accordance with the Credit Agreement to become a Pledgor under the Security Agreement.

Accordingly, each New Subsidiary agrees as follows:

SECTION 1. In accordance with Section 5.16 of the Security Agreement, each New Subsidiary by its signature below becomes a Pledgor under the Security Agreement with the same force and effect as if originally named therein as a Pledgor and each New Subsidiary hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Pledgor thereunder and (b) represents and warrants that the representations and warranties made by it as a Pledgor thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, each New Subsidiary, as security for the payment and performance in full of the Secured Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of such New Subsidiary’s right, title and interest in and to the Collateral (as defined in the Security Agreement) of such New Subsidiary. Each reference to a “Pledgor” in the Security Agreement shall be deemed to include each New Subsidiary until such New Subsidiary is released from the Security Agreement in accordance with the Loan Documents. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance

with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (iii) implied covenants of good faith and fair dealing and (iv) the Legal Reservations.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of each New Subsidiary. Delivery of an executed counterpart to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart.

SECTION 4. Each New Subsidiary hereby represents and warrants that, as of the date hereof, (a) set forth on Schedule I attached hereto is a true and correct schedule (with respect to any Pledged Stock issued by an issuer that is not a Subsidiary of Holdings, to the knowledge of such New Subsidiary) of Pledged Stock and Pledged Debt owned by such New Subsidiary that is required to be delivered pursuant to Section 2.2 of the Security Agreement, (b) set forth on Schedule II attached hereto is a list of any and all Intellectual Property now owned by each New Subsidiary consisting of Patents and Trademarks applied for, issued or registered with the United States Patent and Trademark Office and Copyrights registered with the United States Copyright Office and (c) set forth under its signature hereto is the true and correct legal name of each New Subsidiary, its jurisdiction of organization and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF AND THEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401 AND SECTION 5-1402).**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby. 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.

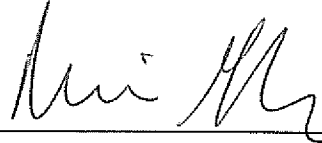
SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.1 of the Security Agreement.

SECTION 9. Each New Subsidiary agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented out-of-pocket fees, disbursements and other charges of counsel to the Collateral Agent to the extent required to be reimbursed by the Loan Documents.

IN WITNESS WHEREOF, each New Subsidiary has duly executed this Supplement to the Security Agreement as of the day and year first above written.

*[Signature Page Follows]*

MESMERIZE MEDIA LLC  
By: MJH Life Sciences LLC, its Manager  
By: MJH Healthcare Holdings, LLC, its sole  
member

By:  \_\_\_\_\_

Name: Neil Glasser \_\_\_\_\_

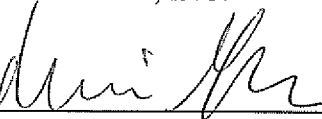
Title: Chief Financial Officer \_\_\_\_\_

Address: 2 Clarke Drive, Cranbury, NJ 08512 \_\_\_\_\_

Legal Name: Mesmerize Media LLC \_\_\_\_\_

Jurisdiction of Formation: Delaware \_\_\_\_\_

TBG BRITE MEDIA, INC.

By:  \_\_\_\_\_

Name: Neil Glasser \_\_\_\_\_

Title: Secretary and Treasurer \_\_\_\_\_

Address: 2 Clarke Drive, Cranbury, NJ 08512 \_\_\_\_\_

Legal Name: TBG Brite Media, Inc. \_\_\_\_\_

Jurisdiction of Formation: Delaware \_\_\_\_\_

*[Signature Page to Supplement to the Security Agreement]*

**Pledged Stock; Pledged Debt**

**A. Pledged Stock**

<b>Issuer</b>	<b>Record Owner</b>	<b>Certificate No.</b>	<b>Number and Class</b>	<b>Percentage of Equity Interest Owned</b>	<b>Percentage of Equity Interests Owned that Are Pledged</b>
Mesmerize Media LLC	TBG Brite Media, Inc.	Uncertificated	1,746 Common Units	1.73%	100%

**B. Pledged Debt**

None.

**Intellectual Property**

**A. U.S. Federally Issued or Applied for Patents Owned by the New Subsidiaries**

*U.S. Issued Patents*

<b>New Subsidiary</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Mesmerize Media LLC	Advertising Sleeve for a Gate Arm	D639,860	June 14, 2011

*U.S. Patent Applications*

None.



**B. U.S. Federally Registered Copyrights Owned by the New Subsidiaries**

*U.S. Copyright Registrations*

None.

**C. U.S. Federally Registered or Applied for Trademarks Owned by the New Subsidiaries**

*U.S. Trademark Registrations*

<b>New Subsidiary</b>	<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>
Mesmerize Media LLC	MESMERIZE	5928579	December 3, 2019

*U.S. Trademark Applications*

None.