

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GP3 Partners LLC		05/15/2023	Limited Liability Company: DELAWARE
IMGE LLC		05/15/2023	Limited Liability Company: DELAWARE
Public Opinion Strategies, L.L.C.		05/15/2023	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	201 East Fifth Street
Internal Address:	Attn: Corporate Banking
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5970444	IMGE
Registration Number:	6178585	PUBLIC OPINION STRATEGIES TURNING QUESTI
Registration Number:	5338084	PUBLIC OPINION STRATEGIES TURNING QUESTI
Serial Number:	90255368	GP3
Registration Number:	6848485	GP3

CORRESPONDENCE DATA

Fax Number:

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.

Email: squimby@fbtlaw.com
Correspondent Name: Samantha M. Quimby
Address Line 1: 10 West Broad Street
Address Line 2: Suite 2300
Address Line 4: Columbus, OHIO 43215

OP \$140.00 5970444

NAME OF SUBMITTER:	Samantha M. Quimby
SIGNATURE:	/samantha m quimby/
DATE SIGNED:	06/08/2023
Total Attachments: 7 source=pnc-gp3-trademark rider 2-23 4855-1373-6783 v.7 - 4874-7396-2084.2#page1.tif source=pnc-gp3-trademark rider 2-23 4855-1373-6783 v.7 - 4874-7396-2084.2#page2.tif source=pnc-gp3-trademark rider 2-23 4855-1373-6783 v.7 - 4874-7396-2084.2#page3.tif source=pnc-gp3-trademark rider 2-23 4855-1373-6783 v.7 - 4874-7396-2084.2#page4.tif source=pnc-gp3-trademark rider 2-23 4855-1373-6783 v.7 - 4874-7396-2084.2#page5.tif source=pnc-gp3-trademark rider 2-23 4855-1373-6783 v.7 - 4874-7396-2084.2#page6.tif source=pnc-gp3-trademark rider 2-23 4855-1373-6783 v.7 - 4874-7396-2084.2#page7.tif	

Rider to Security Agreement – Trademarks



THIS RIDER TO SECURITY AGREEMENT (“Rider”) is executed as of May 15, 2023 by and between **GP3 Partners LLC, Public Opinion Strategies, L.L.C., and IMGE LLC** (each a “**Grantor**” and collectively, the “**Grantors**”) with an address at 1401 H Street, NW, Washington, DC 20005 and **PNC BANK, NATIONAL ASSOCIATION** (the “**Bank**”), with an address at 201 East Fifth Street, Cincinnati, Ohio 45202, Attn: Corporate Banking. This Rider is incorporated into and made part of that certain Security Agreement (“**Security Agreement**”) among the Grantors, certain of affiliates of the Grantors, and the Bank dated as of the date hereof and also into certain other financing documents and security agreements executed by and between the Grantors and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as “**Loan Documents**”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantors have adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed opposite such Grantor’s name on Schedule A attached hereto and made part hereof (all such marks or names hereinafter referred to as the “**Trademarks**”).

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantors associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, each Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to such Grantor’s Trademarks, together with all the goodwill and other tangible assets of such Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** Each Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by such Grantor, have not been adjudged invalid or unenforceable, and to the best of such Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Grantor’s Trademarks, and each of such Grantor’s Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by such Grantor not to sue third persons; (d) such Grantor has the unqualified right to enter into this Rider and perform its terms; and (e) such Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks.

3. **Reserved.**

4. **Covenants.** Each Grantor further covenants to the Bank that until all of the Obligations have been paid in full: (a) such Grantor shall maintain such Grantor's Trademarks in full force and effect as is necessary for the business of such Grantor; (b) such Grantor will not enter into any agreements which are inconsistent with such Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if such Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and such Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, such Grantor shall have the right to enter into agreements in the ordinary course of business with respect to such Grantor's Trademarks.

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as such Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, such Grantor shall continue to have the exclusive right to use such Grantor's Trademarks including licenses thereof, and the Bank shall have no right to use such Grantor's Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in such Grantor's Trademarks to anyone else.

6. **Negative Pledge.** Each Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in such Grantor's Trademarks without prior written consent of the Bank. Each Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to such Grantor's Trademarks, and will defend the right, title and interest of the Bank in and to any of such Grantor's rights under such Grantor's Trademarks against the claims or demands of all persons whatsoever as is necessary for the business of such Grantor.

7. **No Additional Trademarks.** As of the date hereof, each Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. **Pledge of Additional Trademarks.** In the event any Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office; or

(b) file or record any assignment of any Trademark which such Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office;

such Grantor shall promptly, but in no event more than forty-five (45) days after the fiscal quarter-end subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of such Grantor associated thereto or represented thereby. Each Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are paid in full, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. **Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Documents, the Grantors hereby covenant and agree that the Bank, as the holder of a

security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of an Event of Default under the Loan Documents and while such Event of Default exists, the Grantors hereby authorize and empower the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantors' true and lawful attorney-in-fact, with the power to endorse the Grantors' name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are paid in full.

(c) The Grantors expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C.

10. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment in full of the Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantors all documents necessary to re-vest all rights in and to the Trademarks in the Grantors and/or terminate any interest of the Bank therein.

13. Prosecution of Trademark Applications.

(a) Subject to the terms of the Loan Documents, the Grantors shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Bank, the Grantors shall make federal application on registrable but unregistered trademarks belonging to the Grantors. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantors. The Grantors shall not abandon any Trademark without the written consent of the Bank.

(b) The Grantors shall have the right to bring suit in their own name to enforce the Trademarks, in which event the Bank may, if the Grantors deem it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantors shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. The Grantors assume all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantors in connection with any of the Trademarks or otherwise arising out of the Grantors' operation of its business from the use of the Trademarks, provided, that no Grantor shall be obligated to indemnify any such indemnitee for any claim,

suit, loss, damage or expense arising out of such indemnitee's willful misconduct, bad faith or gross negligence. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantors will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantors of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantors, and all such Obligations of the Grantors shall be and remain enforceable against and only against the Grantors and shall not be enforceable against the Bank.

15. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantors hereunder, in the Grantors' name or in the Bank's name, but at the Grantors' expense, and the Grantors hereby agree to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

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Signature Page to Trademark Rider (GP3)

16. **Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

17. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile or other electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other electronic transmission.

WITNESS the due execution hereof, as of the date first written above.

GP3 PARTNERS LLC

DocuSigned by:
By: Darrell Lauterbach
Print Name: Darrell Lauterbach
Title: Manager

IMGE LLC

DocuSigned by:
By: Megan Foote
Print Name: Megan Foote
Title: Manager

PUBLIC OPINION STRATEGIES, L.L.C.

DocuSigned by:
By: William McInturff
Print Name: William McInturff
Title: Manager

Signature Page to Trademark Rider

PNC BANK, NATIONAL ASSOCIATION

By: 

Christopher T. Belletti
Senior Vice President

SCHEDULE A

GRANTOR	TRADEMARK	APPLICATION OR REGISTRATION NO.	REGISTRATION OR FILING DATE
IMGE LLC	IMGE mark	5970444	January 28, 2020
Public Opinion Strategies, L.L.C.	Public Opinion Strategies Turning Questions into Answers design and mark	6178585	October 20, 2020
Public Opinion Strategies, L.L.C.	Public Opinion Strategies Turning Questions into Answers design and mark	5338084	November 21, 2017
GP3 Partners LLC	GP3 design and mark	90255368	October 14, 2020
GP3 Partners LLC	GP3 design and mark	6848485	September 13, 2022

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