

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NTH DEGREE, INC.		06/28/2023	Corporation: DELAWARE
EXPOSITION HOLDINGS, LLC		06/28/2023	Limited Liability Company: DELAWARE
FERN EXPOSITION SERVICES LLC		06/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86578117	FERN EXPOSITIONS EVENTS EXPERIENCES	
Serial Number:	86583339	FERN	
Serial Number:	86583330	FERN	
Serial Number:	86583314	FERN	
Serial Number:	86583301	FERN	
Serial Number:	86581760	FERN	
Serial Number:	86583312	FERN	
Serial Number:	86349735	N° NTH DEGREE	
Serial Number:	86349769	N° NTH DEGREE EXPERIENCE BETTER	
Serial Number:	75020211	NTH DEGREE	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		

CH \$265.00 86578117

Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	23738050
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	06/28/2023

Total Attachments: 4
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of June 28, 2023 by and from NTH DEGREE, INC., a Delaware corporation (“Nth Degree”), EXPOSITION HOLDINGS, LLC, a Delaware limited liability company (“Exposition”) and FERN EXPOSITION SERVICES LLC, a Delaware limited liability company (“Fern” and together with Nth Degree and Exposition, the “Grantors” and each, individually, a “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, NTH DEGREE PURCHASER, INC., a Delaware corporation (the “Borrower”), the Grantors, the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into a Credit Agreement dated as of June 28, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Borrower, the Grantors, the other Loan Parties party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of June 28, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, each Grantor owns the respective trademarks listed on Exhibit A attached hereto (collectively, the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantors all reasonably requested instruments in writing or otherwise, evidencing such release.

(b) Each Grantor hereby grants to Grantee a security interest in (1) all of such Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by such Grantor, but excluding any trademark applications filed in the United States Trademark office on an intent-to-use basis, unless and until a statement of use or amendment to allege use has been filed with and accepted by the United States Trademark Office, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

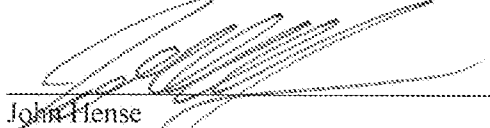
(c) For the avoidance of doubt, the security interests granted under this Confirmatory Grant are not, and the Grantors and Grantee agree that such grant of security interests shall not be construed as, an assignment of any Trademarks.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantors have executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

NTH DEGREE, INC.
EXPOSITION HOLDINGS, LLC
FERN EXPOSITION SERVICES LLC

By: 
Name: John Hense
Title: President and Chief Executive Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

<u>Grantor</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Trademark</u>
Fern Exposition Services LLC	86578117	5102812	FERN EXPOSITIONS EVENTS EXPERIENCES
Fern Exposition Services LLC	86583339	4953979	FERN
Fern Exposition Services LLC	86583330	4953978	FERN
Exposition Holdings, LLC	86583314	4953977	FERN
Exposition Holdings, LLC	86583301	4953976	FERN
Fern Exposition Services LLC	86581760	4976120	FERN
Exposition Holdings, LLC	86583312	4845844	FERN
nth Degree, Inc.	86349735	4791867	N° NTH DEGREE
nth Degree, Inc.	86349769	4757571	N° NTH DEGREE EXPERIENCE BETTER
nth Degree, Inc.	75020211	2183230	NTH DEGREE