

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AllOver Media, LLC		08/22/2023	Limited Liability Company: DELAWARE
AllOver Media, LLC (successor by merger to Ripple Resort Media, LLC)		08/22/2023	Limited Liability Company: DELAWARE
Boxi Operations LLC		08/22/2023	Limited Liability Company: DELAWARE
Pointsmith Point-of-Purchase Management Services, LLC		08/22/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2887608	ALLOVER	
Registration Number:	3075800	ALLOVER MEDIA	
Registration Number:	3106020	ALLOVER MEDIA	
Registration Number:	3186220	ALLOVER MEDIA	
Registration Number:	4072114		
Registration Number:	6111867	BOXI	
Registration Number:	6111868	BOXI	
Registration Number:	3838562	P	
Registration Number:	2779269	P POINTSMITH	
Registration Number:	2779268	POINTSMITH	
CORRESPONDENCE DATA			
Fax Number:	4045725100		

CH \$265.00 2887608

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.

Phone: 4045723428
Email: AAmicoOlchaskey@KSLAW.com
Correspondent Name: Angela Amico Olchaskey
Address Line 1: 1180 Peachtree Street, NE | Suite 1600
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Angela Amico Olchaskey
SIGNATURE:	/AAmicoOlchaskey/
DATE SIGNED:	08/22/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2023, is made by AllOver Media, LLC, a Delaware limited liability company, AllOver Media, LLC (as successor by merger to Ripple Resort Media, LLC), a Delaware limited liability company, Boxi Operations LLC, a Delaware limited liability company, Pointsmith Point-of-Purchase Management Services, LLC, a Texas limited liability company (the “Grantors”), in favor of ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 22, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among AOM Intermediate Holdco, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “Borrower”), SV-AOM Holdings, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “Holdings”) as a guarantor, the other guarantors listed on the signature pages hereto (together with Holdings, the “Guarantors”), and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantors are party to the Pledge and Security Agreement (as defined in the Credit Agreement) pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantors hereby agree with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Pledge and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (i) all of its United States trademark registrations and applications, including those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Counterparts. This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile transmission or by electronic transmission (including delivery of an executed counterpart in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature and, when used elsewhere in this Trademark Security Agreement, "electronic transmission," means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

Governing Law. This Trademark Security Agreement 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.

Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Security Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

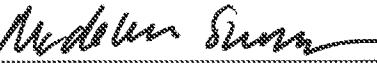
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

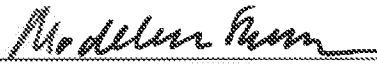
ALLOVER MEDIA, LLC

By: 
Name: Madeleine Shumaker
Title: Vice President and Secretary

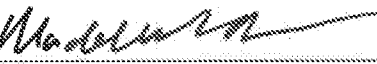
ALLOVER MEDIA, LLC (as successor by as
successor by merger to Ripple Resort Media, LLC)
as a Grantor

By: 
Name: Madeleine Shumaker
Title: Vice President and Secretary

BOXI OPERATIONS LLC
as a Grantor

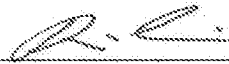
By: 
Name: Madeleine Shumaker
Title: Vice President and Secretary

**POINTSMITH POINT-OF-PURCHASE
MANAGEMENT SERVICES, LLC**
as a Grantor

By: 
Name: Madeleine Shumaker
Title: Vice President and Secretary





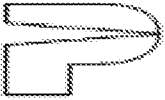
ASSIGNEE:

ALTER DOMUS (US) LLC, as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Collateral Assignment of RWI Insurance]

SCHEDULE 1
TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
AllOver Media, LLC	ALLOVER	2887608	U.S.A.	September 21, 2004
AllOver Media, LLC	ALLOVER MEDIA	3075800	U.S.A.	April 4, 2006
AllOver Media, LLC		3106020	U.S.A.	June 20, 2006
AllOver Media, LLC		3186220	U.S.A.	December 19, 2006
AllOver Media, LLC (as successor by merger to Ripple Resort Media, LLC)	Design Only	4072114	USA	December 13, 2011
Boxi Operations LLC		6111867	USA	July 28, 2020
Boxi Operations LLC	BOXI	6111868	USA	July 28, 2020
Pointsmith Point- of-Purchase Management Services, LLC		3838562	USA	August 24, 2010
Pointsmith Point- of-Purchase Management Services, LLC	 POINTSMITH	2779269	USA	November 3, 2003
Pointsmith Point- of-Purchase Management Services, LLC	POINTSMITH	2779268	USA	November 4, 2003