

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM871264

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|---|---|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Marble Media Inc. | | 08/10/2023 | Corporation: CANADA |
| Marblemedia Holdings Inc. | | 08/10/2023 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal | | |
| Street Address: | 100 King Street West, 18th Floor | | |
| Internal Address: | First Canadian Place, Corporate Finance | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5X 1A1 | | |
| Entity Type: | Chartered Bank: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4868990 | SPLATALOT | |
| Registration Number: | 4907344 | HI OPIE! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6137839690 | | |
| <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: | 6137839644 | | |
| Email: | anna.clark@dentons.com | | |
| Correspondent Name: | Anna Clark | | |
| Address Line 1: | 99 Bank Street | | |
| Address Line 2: | Suite 1420 | | |
| Address Line 4: | Ottawa, CANADA K1P 1H4 | | |
| NAME OF SUBMITTER: | Anna Clark | | |
| SIGNATURE: | /Anna Clark/ | | |
| DATE SIGNED: | 01/25/2024 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This Agreement is dated August 10, 2023 by the undersigned (the "**Grantors**") in favour of Bank of Montreal, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders (as hereinafter defined).

WHEREAS Blue Ant Media Inc. (the "**Borrower**"), the lenders from time to time party thereto and the Agent are parties to a first amended and restated credit agreement dated December 6, 2022 (the "**Credit Agreement**");

AND WHEREAS the Borrower has executed and delivered to the Agent that certain general security agreement, dated August 31, 2018 (the "**Canadian Security Agreement**");

AND WHEREAS the Grantors have agreed to enter into a joinder agreement in respect of the Canadian Security Agreement, dated as of the date hereof (the "**Joinder Agreement**");

AND WHEREAS under the terms of the Canadian Security Agreement and the Joinder Agreement, the Grantors have granted to the Agent a security interest in, among other property, certain intellectual property of each Grantor, and have agreed to execute and deliver this Agreement for recording with applicable governmental authorities, including but not limited to the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

Section 1. **Grant of Security Interest**

As security for all present and future, direct or indirect indebtedness, liabilities and obligations of the Grantors to the Agent and the Lenders arising under the Credit Agreement including without limitation, the Obligations (as defined in the Credit Agreement), the Grantors hereby assign and grant, as security, to the Agent a security interest (the "**Security Interest**") in and to all of the right, title and interest of such Grantor in and to the trademarks listed on Schedule "A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto (individually, a "**Licence Agreement**"), and all rights corresponding thereto throughout the world (all of the foregoing trademarks and rights are sometimes hereinafter referred individually as a "**Trademark**", and, collectively, as the "**Trademarks**".)

Section 2. **Exception to Security Interest**

The last day of the term of any Licence Agreement is specifically exempted from the Security Interest, but each Grantor agrees to stand possessed of such last day in trust for any person acquiring such interest of such Grantor. To the extent that the granting of the Security Interest in respect of any Licence Agreement to which a Grantor is a party would constitute a breach or cause the acceleration thereof, such Grantor hereby agrees to use commercially reasonable efforts to obtain from the other party or parties thereto any necessary consents to the charging and assignment thereof in favour of the Agent, and the attachment of the Security Interest thereto shall be postponed until such consent is provided. Upon the provision of such consent, the Security Interest shall immediately attach thereto. Until such attachment, that Grantor shall hold its interest

therein in trust for the Agent, unless the holding of such interest by that Grantor in trust for the Agent would constitute a breach or cause the acceleration thereof.

Section 3. Event of Default

In this agreement, "Event of Default" has the meaning ascribed thereto in the Credit Agreement. Upon the occurrence and during the continuation of an Event of Default, the Agent shall be entitled to enforce the Security Interest and in so doing may exercise all rights and remedies in respect of the Trademarks which are available at law (specifically including all rights and remedies of a secured party under the *Personal Property Security Act* (Ontario) or any equivalent legislation thereto).

Section 4. Agent's Appointment as Attorney-in-Fact

The Grantors irrevocably constitute and appoint the Agent and each of its authorized agents from time to time as the true and lawful attorney of the Grantors with power of substitution in the name of the Grantors, upon the occurrence and during the continuation of an Event of Default, to: endorse the names of the Grantors on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Agent deems to be in the best interest of the Lenders, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Agent may determine as permitted by law and whether or not the Agent has taken possession of the Trademarks.

Section 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Grantors agree that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Grantors hereby accept and irrevocably submit to the jurisdiction of the said Courts and acknowledge their competence and agree to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Agent to bring or initiate proceedings against the Grantors or any other person elsewhere.

Section 6. Further Assurances

From time to time, at the request of the Agent, the Grantors shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Agent may reasonably request in order to create, preserve and perfect the Security Interest, to enable the Agent to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

Section 7. Paramountcy

To the extent that there is any inconsistency between a provision of this Agreement and a provision of the Credit Agreement, the provision of the Credit Agreement shall govern.

Section 8. Recordation

The Grantors agree that this Agreement may be recorded with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office and such other applicable governmental authorities to provide notice to third parties of the Security Interest granted under the Canadian Security Agreement and under the Joinder Agreement.

(The remainder of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Grantors under the hands of its proper officers duly authorized in that behalf.

MARBLE MEDIA INC., as Grantor

DocuSigned by:
Mark Bishop
By: _____
06F270D2C66C47B
Name: Mark Bishop
Title: Director

DocuSigned by:
Matthew Hornburg
By: _____
92AAEC9A9D2A4C8
Name: Matthew Hornburg
Title: Director

DISTRIBUTION360 INC., as Grantor

DocuSigned by:
Mark Bishop
By: _____
95F279D2C56F47B
Name: Mark Bishop
Title: Director

DocuSigned by:
Matthew Hornburg
By: _____
92AAEC9A9D2A4C8
Name: Matthew Hornburg
Title: Director

MARBLEMEDIA HOLDINGS INC., as Grantor

DocuSigned by:
Mark Bishop
By: _____
95F279D2C56F47B
Name: Mark Bishop
Title: Director

DocuSigned by:
Matthew Hornburg
By: _____
92AAEC9A9D2A4C8
Name: Matthew Hornburg
Title: Director

Schedule "A"

List of Trademarks

Canada

| Owner | Trademark | Registration/Application No. |
|--|-------------|------------------------------|
| Marble Media Inc. | MARBLEMEDIA | RN: TMA791668 AN: 1464527 |
| Marble Media Inc. | SPLATALOT | RN: TMA903783 AN: 1579065 |
| Distribution360 Inc. | D360 | RN: TMA808247 AN: 1490501 |
| Hi Opie 1 East Productions Inc. – to be transferred to Marblemedia Holdings Inc. | HI OPIE | RN: TMA917684 AN: 1687779 |

United States

| Owner | Trademark | Registration/Serial/Application No. |
|--|-----------|-------------------------------------|
| Marble Media Inc. | SPLATALOT | RN: 4868990 SN: 85787088 |
| Hi Opie 1 East Productions Inc. – to be transferred to Marblemedia Holdings Inc. | HI OPIE! | RN: 4907344 SN: 86521824 |