

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464560

<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>
NEW BIS SAFE LUXCO		03/06/2018	Private Limited Liability Company: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WME BI, LLC		
<b>Street Address:</b>	17075 CAMINO SAN BERNARDO, SUITE 100		
<b>City:</b>	SAN DIEGO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92127		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3747957	SUPER GRAPHIC	
<b>Registration Number:</b>	4243917	TEMPORAL	
<b>Registration Number:</b>	4746347	CORRECTTHEO	
<b>Registration Number:</b>	4746529	VIZEXPLORER	
<b>Registration Number:</b>	4742265	VIZEXPLORER	
<b>Registration Number:</b>	5157130	V	
<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>Email:</b>	jbraibanti@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com		
<b>Correspondent Name:</b>	JILL C. BRAIBANTI		
<b>Address Line 1:</b>	1285 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	18987-123		
<b>NAME OF SUBMITTER:</b>	Jill C. Braibanti		
<b>SIGNATURE:</b>	/Jill C. Braibanti/		
<b>DATE SIGNED:</b>	03/06/2018		

CH \$165.00 3747957

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT** (as amended, supplemented or otherwise modified from time to time, this “Agreement”), dated as of March 6, 2018, made by **New Bis Safe Luxco**, a private limited liability company (société à responsabilité limitée) incorporated in Luxembourg with the Luxembourg Register of Commerce and Companies under number B173.036 and with registered office at 52-54 avenue du X Septembre, L – 2550 Luxembourg (the “Pledgor”), in favor of **WME BI, LLC**, a Delaware limited liability company, as Secured Party (as defined below).

All capitalized terms not defined herein shall have the meaning ascribed to them in the Collateral Agreement, (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”) dated as of March 6, 2018, made by Pledgor, in favor of WME BI, LLC, a Delaware limited liability company, as a secured party acting in the capacity as the Secured Party (“WME BI” and in such capacity, together with its successors and assigns, the “Secured Party”) for the benefit of and in favor of the Secured Party. The parties hereto agree as follows:

1. Grant of Security Interest. As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Secured Party, its successors and permitted assigns and hereby grants to the Secured Party, its successors and permitted assigns, a security interest in all of the Pledgor’s right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

a. all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any pending United States “intent-to-use” trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office.

2. Collateral Agreement. The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

3. Counterparts; Binding Effect. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. This Agreement shall become effective as to the Pledgor when a counterpart hereof executed on behalf of the Pledgor shall have been delivered to the Secured

Party and a counterpart hereof shall have been executed on behalf of the Secured Party, and thereafter shall be binding upon the Pledgor and the Secured Party and their respective permitted successors and assigns, and shall inure to the benefit of the Pledgor, the Secured Party and their respective permitted successors and assigns. This Agreement shall be construed as a separate agreement with respect to the Pledgor and may be amended, modified, supplemented, waived or released with respect to the Pledgor without the approval of any other Pledgor and without affecting the obligations of any other Pledgor hereunder.

4. Full Force and Effect. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

5. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof and of the Collateral Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

6. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be given as provided in Section 8.2 of the Collateral Agreement.

7. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

*[No further text on this page; signature pages follow]*

PLEDGOR:

NEW BIS SAFE LUXCO

By:   
Name: Jason Lublin  
Title: A Manager

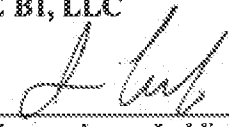
[Signature Page to Luxco Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006363 FRAME: 0614**

AGREED TO AND ACCEPTED:

SECURED PARTY:

WME BI, LLC

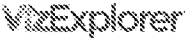

By:   
Name: Jason Lublin  
Title: Authorized Signatory

[Signature Page to Luxco Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006363 FRAME: 0615**

Schedule I  
to Trademark Security Agreement

U.S. Trademark Registrations and Applications owned by New Bis Safe Luxco:


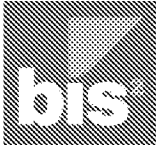
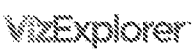
No.	Mark	Jurisdiction	App. / Reg. No.	App. / Reg. Date	Status
1.	SUPER GRAPHIC	U.S. Federal	3747957	09/02/2010	Registered
2.	TEMPORAL	U.S. Federal	4243917	20/11/2012	Registered
3.	CORRECTTHEO	U.S. Federal	4746347	02/06/2015	Registered
4.	VIZEXPLORER	U.S. Federal	4746529	02/06/2015	Registered
5.		U.S. Federal	4742265	26/05/2015	Registered
6.		U.S. Federal	5157130	07/03/2017	Registered

Foreign Trademark Registrations and Applications owned by New Bis Safe Luxco:

No.	Mark	Jurisdiction	App. / Reg. No.	App. / Reg. Date	Status
1.		New Zealand	792112	02/07/08	Registered
2.	BIS <sup>2</sup>	New Zealand	792113	02/07/08	Registered
3.		New Zealand	792114	02/07/08	Registered
4.	vizbybis <sup>2</sup>	New Zealand	792115	02/07/08	Registered
5.	vizbybis <sup>2</sup> spatial	New Zealand	797629	15/10/08	Registered
6.	AIRVIZ ; AirViz (series)	New Zealand	796909	01/10/08	Registered
7.	GAMEVIZ ; GameViz (series)	New Zealand	796899	01/10/08	Registered
8.	SPACEVIZ ; SpaceViz (series)	New Zealand	796895	01/10/08	Registered
9.	TEMPORAL	New Zealand	797627	15/10/08	Registered

No.	Mark	Jurisdiction	App. / Reg. No.	App. / Reg. Date	Status
10.	PIVOTAL	New Zealand	797630	15/10/08	Registered
11.	SUPER GRAPHIC; SUPERGRAPHIC (series)	New Zealand	796890	01/10/08	Registered
12.	TERAVISUAL	New Zealand	796892	01/10/08	Registered
13.	VIZ	New Zealand	796893	01/10/08	Registered
14.	MOVEVIZ ; MoveViz (series)	New Zealand	796894	01/10/08	Registered
15.	FUNVIZ ; FunViz (series)	New Zealand	796896	01/10/08	Registered
16.	TRADEVIZ ; TradeViz (series)	New Zealand	796898	01/10/08	Registered
17.	MEDIVIZ ; MediViz (series)	New Zealand	796900	01/10/08	Registered
18.	TELLVIZ ; TellViz (series)	New Zealand	796905	01/10/08	Registered
19.	EDUVIZ ; EduViz (series)	New Zealand	796908	01/10/08	Registered
20.	GOVVIZ ; GovViz (series)	New Zealand	796910	01/10/08	Registered
21.	MAKEVIZ ; MakeViz (series)	New Zealand	796913	01/10/08	Registered
22.	DISTRIVIZ ; DistriViz (series)	New Zealand	796914	01/10/08	Registered
23.	WATCHVIZ ; WatchViz (series)	New Zealand	796915	01/10/08	Registered
24.	QUARTAL	New Zealand	797632	15/10/08	Registered
25.	COMVIZ; ComViz (series)	New Zealand	796907	01/10/08	Registered
26.	COMPOSITIONAL	New Zealand	804487	01/04/09	Registered
27.	AIMVIZ ; aimViz (series)	New Zealand	804488	01/04/09	Registered
28.	CRMVIZ ; crmViz (series)	New Zealand	804489	01/04/09	Registered
29.	CORRECT THEO	New Zealand	996090	14/04/2014	Registered
30.	VIZEXPLORER	New Zealand	998940	03/06/2014	Registered
31.		New Zealand	998939	03/06/2014	Registered
32.	SUPER GRAPHIC	U.S. Federal	3747957	09/02/2010	Registered
33.	TEMPORAL	U.S. Federal	4243917	20/11/2012	Registered
34.	CORRECTTHEO	U.S. Federal	4746347	02/06/2015	Registered
35.	VIZEXPLORER	U.S. Federal	4746529	02/06/2015	Registered
36.		U.S. Federal	4742265	26/05/2015	Registered



No.	Mark	Jurisdiction	App. / Reg. No.	App. / Reg. Date	Status
37.		U.S. Federal	5157130	07/03/2017	Registered
38.		European Union	7195688	15/08/2008	Registered
39.		European Union	7195696	15/08/2008	Registered
40.	BIS <sup>2</sup>	European Union	7529902	29/12/2008	Registered
41.	vizbybis <sup>2</sup>	European Union	7529928	29/12/2008	Registered
42.	SUPER GRAPHIC	European Union	8193121	01/04/2009	Registered
43.	TERAVISUAL	European Union	8236309	01/04/2009	Registered
44.	VIZ	European Union	8236341	01/04/2009	Registered
45.	GAMEVIZ	European Union	8193393	01/04/2009	Registered
46.	TEMPORAL	European Union	8215451	09/04/2009	Registered
47.	PIVOTAL	European Union	8215352	09/04/2009	Registered
48.	vizbybis <sup>2</sup> spatial	European Union	8214868	09/04/2009	Registered
49.	QUARTAL	European Union	8215196	09/04/2009	Registered
50.	VIZEXPLORER	European Union	12954442	10/06/2014	Registered
51.		European Union	12954434	10/06/2014	Registered