

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480946

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Agreement                |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>    |
| Match MG Chicago, Inc.  |   | 07/06/2018            | Corporation: MICHIGAN |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | BMO Harris Bank N.A., as Agent              |                       |                       |
| <b>Street Address:</b>  | 111 West Monroe Street                      |                       |                       |
| <b>City:</b>  | Chicago                                     |                       |                       |
| <b>State/Country:</b>   | ILLINOIS                                    |                       |                       |
| <b>Postal Code:</b>   | 60603                                       |                       |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4562849                                     | JERRY RIG             |                       |
| <b>Registration Number:</b>   | 4720991                                     | PRODUCTION REFRAMED   |                       |
| <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>   | emily.klump@clarivate.com                   |                       |                       |
| <b>Correspondent Name:</b>  | Nancy A. Zarazua                            |                       |                       |
| <b>Address Line 1:</b>  | 111 West Monroe Street                      |                       |                       |
| <b>Address Line 2:</b>  | Chapman and Cutler LLP                      |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60603                     |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Emily Klump                                 |                       |                       |
| <b>SIGNATURE:</b>   | /Emily Klump/                               |                       |                       |
| <b>DATE SIGNED:</b>   | 07/06/2018                                  |                       |                       |
| <b>Total Attachments: 5</b>   |   |                       |                       |
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| source=MatchMG#page2.tif  |   |                       |                       |
| source=MatchMG#page3.tif  |   |                       |                       |
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Match MG Chicago, Inc.

- Individual(s)
- Partnership
- Corporation- State: Michigan
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 6, 2018

- Assignment
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 Wes Monroe

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Banking Assoc. Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Schedule A

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: \_\_\_\_\_

Email Address: zarazua@chapman.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Nancy A. Zarazua, for Chapman and Cutler LLP

July 6, 2018

Signature

Date

Nancy A. Zarazua, Paralegal

Total number of pages including cover sheet, attachments, and document: 5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of July 6, 2018, by MATCH MG CHICAGO, INC., a Michigan corporation ("*Grantor*"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 6, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.


THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND  
CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

MATCH MG CHICAGO, INC.

By:   
\_\_\_\_\_  
Name: Michael Dill  
Title: Chief Executive Officer

**SCHEDULE A  
TO  
GRANT OF A SECURITY INTEREST**

| TRADEMARK              | DATE OF REGISTRATION | REGISTRATION NUMBER |
|------------------------|----------------------|---------------------|
| JERRY RIG              | July 8, 2014         | 4562849             |
| PRODUCTION<br>REFRAMED | April 14, 2015       | 4720991             |