TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567038

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Creative Co-Op, Inc.		03/13/2020	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5479309	BLOOMINGVILLE
Registration Number:	5287213	3R STUDIOS
Registration Number:	5433992	3R STUDIOS
Registration Number:	5428999	3R STUDIOS

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	03/13/2020

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13th day of March, 2020, by Creative Co-Op, Inc., a Tennessee corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement, dated as of October 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of October 30, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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4. Termination. Upon the termination of the Collateral Agreement, the Grantee shall, at the request and sole expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording the release and/or termination of the grant and any security interest in the Trademark Collateral with the United States Patent and Trademark Office.

5. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" Trademark until such time as Grantor begins to use such Trademark and until a "statement of use" or "amendment to allege use" has been filed and accepted in the United States Patent and Trademark Office with respect to such Trademark.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CREATIVE CO-OP, INC., a Tennessee corporation

By: Adam C. Sch

Name: Adam Schrier
Title: President

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Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC, as Agent

By: _____
Name: Dan Green
Title: Director

SCHEDULE 1

Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
BLOOMINGVILLE	87539984	7/24/2019	5479309	5/29/2018
3R STUDIOS	86982847	5/20/2015	5287213	9/12/2017
3R STUDIOS	86983691	5/20/2015	5433992	3/27/2018
3R STUDIOS	86983603	5/20/2015	5428999	3/20/2018