

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMG Worldwide, LLC		12/11/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	505 Main Street, Suite 300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5921540	DIGITAL MADE FOR HUMANS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	480502-00045		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	12/23/2020		
Total Attachments: 7			
source=Executed PMG IP Security Agreement#page1.tif			
source=Executed PMG IP Security Agreement#page2.tif			
source=Executed PMG IP Security Agreement#page3.tif			

OP \$40.00 5921540

source=Executed PMG IP Security Agreement#page4.tif
source=Executed PMG IP Security Agreement#page5.tif
source=Executed PMG IP Security Agreement#page6.tif
source=Executed PMG IP Security Agreement#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”) is executed as of December 11, 2020, by PMG WORLDWIDE, LLC, a Texas limited liability company (“*Grantor*”) for the benefit of CAPITAL ONE, NATIONAL ASSOCIATION (“*Secured Party*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them under the Credit Agreement (as defined below).

RECITALS

A. Grantor, Momentum Solutions, LLC, a Texas limited liability company (“*Momentum*”) and Secured Party are entering into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

B. Grantor, Momentum, Shipyard, LLC, a Texas limited liability company, the other Guarantors (as defined therein) and Secured Party are entering into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “*Guaranty and Collateral Agreement*”), pursuant to which Grantor will grant to Secured Party a first-priority lien and security interest in all of all or substantially all of its assets, including the IP Collateral (as defined below).

C. As a condition precedent to extending credit under the Credit Agreement, Secured Party requires that Grantor enter into this Agreement with Secured Party to further evidence Secured Party’s continuing security interest in, and lien on, the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the Secured Obligations, Grantor hereby collaterally assigns, pledges, and grants to Secured Party a continuing security interest in all of Grantor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “*IP Collateral*”), in each case wherever located and whether now owned or hereafter acquired, created, or existing:

- (1) all of its patents and patent applications and patent licenses to which it is a party, including but not limited to the United States patents and patent applications referred to on *Schedule 1* hereto;
- (2) all of its trademarks, trademark applications and any related licenses to which it is a party, including but not limited to the United States trademark applications and registrations referred to on *Schedule 2* hereto, and all goodwill associated therewith or symbolized thereby;
- (3) all of its registered copyrights and copyright applications and copyright licenses to which it is a party, including those referred to on *Schedule 3* hereto;
- (4) all reissuances, continuations or extensions of the foregoing; and
- (5) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the foregoing.

SECTION 1. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest in and lien of Secured Party on the IP Collateral with the

United States Trademark and Patent Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest in and lien granted to Secured Party under the Guaranty and Collateral Agreement. The Guaranty and Collateral Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 2. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 3. Relation to Credit Agreement. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

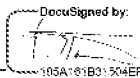
SECTION 4. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. This Agreement may be signed and transmitted by facsimile, portable document format (PDF), or other electronic means, and shall have the same effect as manually-signed originals and shall be binding on the Grantor and Secured Party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Intellectual Property Security Agreement to be duly executed as of the date set out in the preamble to this Agreement.

GRANTOR:

PMG WORLDWIDE, LLC

By:  _____
The signature box contains a handwritten signature and the text "DocuSigned by:" above it and "105A761B31504EF" below it.

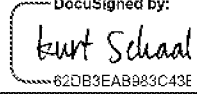
Name: Gjorgi Popstefanov

Title: Chief Executive Officer, President and Secretary

SECURED PARTY:

CAPITAL ONE, NATIONAL ASSOCIATION

DocuSigned by:

A handwritten signature in black ink that reads "kurt Schaal". The signature is enclosed in a thin black rectangular border.

By: _____

Name: Kurt A. Schaal

Title: Vice President

SCHEDULE 1

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES:

Patents

None.

Patent Applications

Owner	Patent	Application No.	Application Date
PMG Worldwide, LLC	Alli Patent	62/704,861	5/31/2020

SCHEDULE 2

TRADEMARKS AND TRADEMARK LICENSES

Owner of Record	Trademark	Reg. No.	Reg. Date
PMG Worldwide, LLC	Digital Made for Humans	5921540	12/5/2017

SCHEDULE 3
COPYRIGHTS

None.

Schedule 3

4814-3606-95846

RECORDED: 12/23/2020

TRADEMARK
REEL: 007165 FRAME: 0338