

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STUDIOS BUDGE INC.		03/02/2022	Corporation: CANADA
BUDGE STUDIOS INC.		03/02/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5987072	BUDGE	
Registration Number:	5476270	BUDGE	
Registration Number:	5799174	BUDGE GAMES	
Registration Number:	5276755	BUDGE STUDIOS	
Registration Number:	5413175	BUDGE STUDIOS	
Registration Number:	6010590	BUDGE WORLD	
Registration Number:	5481862	EVERRUN	
Registration Number:	6147624	MISS HOLLYWOOD	
Registration Number:	6435309	RACECRAFT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-4396		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		

CH \$240.00 5987072

Address Line 4:	CHICAGO, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	17599-20
NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	03/07/2022
Total Attachments: 5 source=Trademark Security Agreement (US - Budge Studios) (March 2, 2022) - Fully Executed#page1.tif source=Trademark Security Agreement (US - Budge Studios) (March 2, 2022) - Fully Executed#page2.tif source=Trademark Security Agreement (US - Budge Studios) (March 2, 2022) - Fully Executed#page3.tif source=Trademark Security Agreement (US - Budge Studios) (March 2, 2022) - Fully Executed#page4.tif source=Trademark Security Agreement (US - Budge Studios) (March 2, 2022) - Fully Executed#page5.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 2, 2022 is made by STUDIOS BUDGE INC. / BUDGE STUDIOS INC., a Canadian corporation, located at 5455 de Gaspé Avenue, Suite 540, Montreal, Province of Quebec H2T 3B3 Canada (the “Obligor”), in favor of HPS INVESTMENT PARTNERS, LLC, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of February 28, 2022 (as modified and supplemented and in effect from time to time, the “Credit Agreement”), among Tilting Point Media LLC, a Delaware limited liability company (“Borrower”), the Lenders party thereto, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered a Deed of Hypothec, dated as of March 2, 2022, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademarks; and WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor’s right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those registered Trademarks and Trademark applications listed on Schedule A hereto (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions

thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

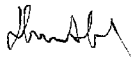
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STUDIOS BUDGE INC. / BUDGE STUDIOS
INC.

By 
Name: Derek Apfel
Title: Director

[Signature Page to Grant of Security Interest in Trademarks
(Studios Budge Inc. /Budge Studios Inc.)]

TRADEMARK
REEL: 007652 FRAME: 0005

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By *Mathew Carvajal*
Name: Mathew Carvajal
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademarks
(Studios Budge Inc. /Budge Studios Inc.)]

TRADEMARK
REEL: 007652 FRAME: 0006

Schedule A

U.S. Trademark Registrations and Applications

O/REF.	TERRITORY	TRADEMARK	APP. NO. DATE	REG. NO. DATE
017694 -0017	U.S.A.	BUDGE	86-661,416 2015-06-12	5,987,072 2020-02-18
017694 -0018	U.S.A.	BUDGE (logo)	87-163,735 2016-09-07	5,476,270 2018-05-22
017694 -0019	U.S.A.	BUDGE GAMES	88-210,926 2018-11-29	5,799,174 2019-07-09
017694 -0020	U.S.A.	BUDGE STUDIOS	86-472,502 2014-12-02	5,276,755 2017-08-29
017694 -0021	U.S.A.	BUDGE STUDIOS (logo)	86-472,492 2014-12-02	5,413,175 2018-02-27
017694 -0022	U.S.A.	BUDGE WORLD	87-093,556 2016-07-05	6,010,590 2020-03-17
017694 -0023	U.S.A.	EVERRUN	87-205,984 2016-10-17	5,481,862 2018-05-29
017694 -0024	U.S.A.	MISS HOLLYWOOD	86-657,198 2015-06-08	6,147,624 2020-09-08
017694 -0026	U.S.A.	RACECRAFT	88-757,282 2020-01-13	6,435,309 2021-07-27