

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ingenuity Studios, LLC		09/02/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	333 S. Hope Street, 19th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97475052	INGENUITY STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	213-457-6624		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	355 S. Grand Avenue, Suite 4200		
Address Line 2:	Attention: J. Aufderhar, Esq.		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	JUSTIN AUFDERHAR		
SIGNATURE:	/s/ Justin Aufderhar		
DATE SIGNED:	09/07/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 2, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by each of the undersigned (each a “Grantor” and collectively, “Grantors”) in favor of BANK OF AMERICA, N.A., as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of October 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among STREAMLAND MEDIA LLC, a Delaware limited liability company (“Holdings”), certain U.S. Subsidiaries of Holdings party thereto as Grantors (as defined therein), and Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement.

The Lenders have extended credit to the Borrowers, subject to the terms and conditions set forth in that certain Revolving Credit Agreement, dated as of October 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified, the “Revolving Credit Agreement”), by and among, Holdings, certain affiliates of Holdings from time to time party thereto as Loan Parties, the financial institutions party thereto as lenders (collectively, “Lenders”), and Agent.

Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Revolving Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Revolving Credit Agreement, as applicable.

Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby pledges and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

all Trademark registrations and applications for Trademark registration and all licenses thereof in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill associated with or symbolized by the Trademarks;

all issued Patents and pending Patent applications and all licenses thereof in the United States Patent and Trademark Office listed on Schedule II hereto;

all Copyright registrations and pending applications for Copyright registration and licenses thereof in the United States Copyright Office listed on Schedule III;

the right to sue at law or in equity third parties for past, present and future infringements, impairments or dilutions of any IP Collateral; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Revolving Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

Future IP Collateral. Each Grantor hereby authorizes Agent to modify this Agreement by amending Schedule I, Schedule II or Schedule III to include any future IP Collateral and each Grantor agrees to execute any agreements, documents or instruments reasonably requested by Agent to effectuate such amendment, including in form and substance similar to the form attached as Exhibit A to Exhibit J to the Revolving Credit Agreement.

Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

Termination or Release. (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the relevant Grantor hereunder shall be automatically released and the relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.23 of the Revolving Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, at the request of a Grantor, the Agent shall promptly execute (if applicable) and deliver to such Grantor, at such Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or

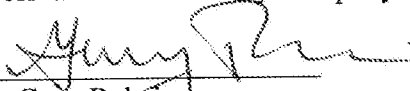
release. Any execution and delivery of documents pursuant to this Section 6 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower Agent shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 6 pursuant to and to the extent required by Section 9.03(a) of the Revolving Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 6.

Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

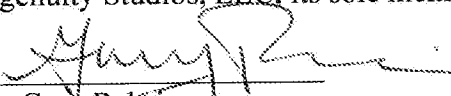
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INGENUITY STUDIOS, LLC,
a California limited liability company

By: 
Name: Gary Raksis
Title: Vice President and Secretary


INGENUITY STUDIOS INDONESIA, LLC,
a Delaware limited liability company

By: Ingenuity Studios, LLC, its sole member

By: 
Name: Gary Raksis
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By:  _____

Name: Ron Bornstein
Title: Senior Vice President

SCHEDULE I
U.S. TRADEMARK REGISTRATIONS
AND APPLICATIONS FOR TRADEMARK REGISTRATION

Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
INGENUITY STUDIOS	97475052	Jun. 24, 2022	N/A	N/A	Ingenuity Studios, LLC

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

Title	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date	Record Owner
NONE					

Schedule II

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS
AND APPLICATIONS FOR COPYRIGHT REGISTRATION

Title	Application Number	Applicati on Date	Registration Number	Registrati on Date	Record Owner
NONE					

Schedule III