

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sternberg Lanterns, Inc.		06/08/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	National Bank of Canda		
Street Address:	500 Place d'Armes, 21st Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H2Y 2W3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2707723	NIGHTSKY	
Registration Number:	6219650	RIALTA	
Serial Number:	97785529	ARBURPOLE	
Serial Number:	75520323	STERNBERG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-281-1116		
Email:	smaguire@hmlaw.com		
Correspondent Name:	Susan Maguire		
Address Line 1:	500 W. Madison Street, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Susan Maguire		
SIGNATURE:	/Susan Maguire/		
DATE SIGNED:	06/16/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 8, 2023, is among **STERNBERG LANTERNS, INC.**, an Illinois corporation (“Sternberg”, and together with any additional persons or entities who may become a party to this Agreement after the date hereof, each, a “Grantor” and collectively, the “Grantors”), and **NATIONAL BANK OF CANADA**, as Secured Party (the “Agent”).

WITNESSETH

A. WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among LMPG Inc., a corporation amalgamated under the laws of Canada (“LMPG”), the lenders party thereto from time to time (the “Lenders” and, together with the Agent, the “Secured Parties”), the Agent, as agent for the Lenders, and certain other parties, the Lenders have agreed to make certain extensions of credit to LMPG;

B. WHEREAS, in connection with the Credit Agreement, that certain Collateral Agreement, dated as of February 12, 2019, has been executed and delivered by Sternberg to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns (as amended, supplemented or otherwise modified from time to time, the “Security Agreement,” and collectively with any other documents or instruments executed in connection therewith, the “Security Documents”); and

C. WHEREAS, as a condition precedent to the obligation of the Lenders to make certain extensions of credit to LMPG, the Grantors are required to execute and deliver this Agreement and to further confirm the grant to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, of a continuing security interest in, and hypothec on, all of the Trademark Collateral (as defined below) to secure all present and future indebtedness, liabilities and obligations under or arising from the Credit Agreement (the “Obligations”).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to LMPG pursuant to the Credit Agreement, the Grantors agree 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 in the Credit Agreement.

SECTION 2. Grant of Security Interest. As general and continuing security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, each of the Grantors hereby mortgages, pledges, charges and assigns to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, and grants to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, whether now owned or hereafter acquired, including, without limitation, those referred to on Schedule A attached hereto and made a part hereof;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and obligations at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest and hypothec of the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, in the Trademark Collateral with the United States Patent and Trademark Office (together with any successor office, the "USPTO"). Each Grantor does hereby authorize the Agent, or any United States counsel designated by the Agent, to file this Agreement with the USPTO to the extent such filing is necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by each Grantor. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and hypothec granted to the Agent, for the benefit of itself, the Secured Parties and their respective successors and permitted assigns, under the Security Documents as security for the discharge and performance of the Obligations. The Security Documents (and all rights and remedies of the Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Documents, the terms of the Security Documents shall govern.

SECTION 5. Grantors Remains Liable. Each of the Grantors hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

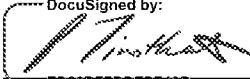
SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois.

(Remainder of the page left intentionally 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.

GRANTORS:

STERNBERG LANTERNS, INC.


DocuSigned by:

By: _____
Name: Peter P. Theatos
Title: EVP & CFO

[Signature Page to Trademark Security Agreement]

SECURED PARTY:

NATIONAL BANK OF CANADA

By: 
Name: Jonathan Campbell
Title: Managing Director

By: 
Name: Luc Bernier
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademarks

Owner Name	Jurisdiction	Mark	Application Number	Registration Number
Sternberg Lanterns, Inc.	UNITED STATES	ARBURPOLE	97/785529	N/A (Pending)
Sternberg Lanterns, Inc.	UNITED STATES	NIGHTSKY	76/242,058	2,707,723
Sternberg Lanterns, Inc.	UNITED STATES	RIALTA	88/673,053	6,219,650
Sternberg Lanterns, Inc.	UNITED STATES	STERNBERG	75/520,323	N/A