

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822665

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
City Theatrical, LLC		06/30/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 South Wacker Drive		
<b>Internal Address:</b>	36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6778203	CITY THEATRICAL	
<b>Registration Number:</b>	6303074	RADIOSCAN	
<b>Registration Number:</b>	5941388	QOLORFLEX NUNEON	
<b>Registration Number:</b>	5757217	SHOW BABY	
<b>Registration Number:</b>	5342323	MULTIVERSE	
<b>Registration Number:</b>	5217546	QOLORPOINT	
<b>Registration Number:</b>	5711025	M MULTIVERSE	
<b>Registration Number:</b>	5711024	M	
<b>Registration Number:</b>	5413859	QOLORPIX	
<b>Registration Number:</b>	5381840	DMXCAT	
<b>Registration Number:</b>	5344384	QOLORFLEX	
<b>Registration Number:</b>	5336818	SHOW DMX MULTIVERSE	
<b>Registration Number:</b>	4413384	SHOW DMX VERO NET	
<b>Registration Number:</b>	4417161	SHOW DMX VERO	
<b>Registration Number:</b>	4155506	SHOW DMX SHOW BABY	
<b>Registration Number:</b>	4155505	SHOW DMX NEO	
<b>Registration Number:</b>	3607242	SHOW DMX	
<b>Registration Number:</b>	2333983	AUTOYOKE	
		<b>TRADEMARK</b>	

OP \$465.00 6778203

**CORRESPONDENCE DATA****Fax Number:**

*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:** 3128637141  
**Email:** kristen.lange@goldbergekohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Ste. 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	7428.056
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	07/07/2023

**Total Attachments: 5**

source=10. Advanced Lighting - Trademark Security Agreement (City Theatrical)#page1.tif  
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source=10. Advanced Lighting - Trademark Security Agreement (City Theatrical)#page5.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of June 30, 2023, is made by CITY THEATRICAL, LLC, a Delaware limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of November 22, 2019, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks (other than, in any case, to the extent constituting Excluded Property).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(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 liabilities 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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by Grantor 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 Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guarantee and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more

fully set forth in the Credit Agreement and the Guarantee 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor, except to the extent constituting Excluded Property. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.


7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

8. Release and Termination. At the time provided in Section 8.17 of the Guarantee and Collateral Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of any Grantor following any such termination, Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[signature pages follow]



TWIN BROOK CAPITAL PARTNERS, LLC,  
as Agent

By:   
\_\_\_\_\_  
Name: Kimberly Trick  
\_\_\_\_\_  
Title: Managing Director  
\_\_\_\_\_

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
CITY THEATRICAL	90724101	Registered	6778203	07/05/22
RADIOSCAN	88927737	Registered	6303074	02/32/21
QOLORFLEX NUNEON	88153411	Registered	5941388	12/24/19
SHOW BABY	88149992	Registered	5757217	05/21/19
MULTIVERSE	87216109	Registered	5342323	11/21/17
QOLORPOINT	87216172	Registered	5217546	06/06/17
M MULTIVERSE	87747374	Registered	5711025	03/26/19
M	87747355	Registered	5711024	03/26/19
QOLORPIX	87215964	Registered	5413859	02/27/18
DMXCAT	87215968	Registered	5381840	01/16/18
QOLORFLEX	87215959	Registered	5344384	11/28/17
SHOW DMX MULTIVERSE	87216114	Registered	5336818	11/14/17
SHOW DMX VERO NET	85737934	Registered	4413384	10/08/13
SHOW DMX VERO	85737906	Registered	4417161	10/15/13
SHOW DMX SHOW BABY	85305958	Registered	4155506	06/05/12
SHOW DMX NEO	85305951	Registered	4155505	06/05/12
SHOW DMX	77409528	Registered	3607242	04/14/09
AUTOYOKE	75555451	Registered	2333983	03/21/00