

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYREPCHAT, LLC		01/10/2024	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88912184	MYREPCHAT	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	20651068		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	01/11/2024		
Total Attachments: 7			
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COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS COPYRIGHT AND TRADEMARK SECURITY AGREEMENT, dated as of January 10, 2024, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of JPMorgan Chase Bank, N.A. (“J.P. Morgan”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the Issuing Bank (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Moonlight Parent, Inc., a Delaware corporation, FMG Suite Holdings, LLC, a Delaware limited liability company (the “Borrower”), the other Persons party thereto that are designated as Loan Parties, the Lenders and the Issuing Bank from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders and the Issuing Bank, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Copyright and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. The 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, hereby pledges and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including, without limitation, “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) of such Grantor (the “Intellectual Property Collateral”):

- (a) Copyrights:

(i) all of its Copyrights, including, without limitation, those United States Copyrights referred to on Schedule 1 hereto;

(ii) all renewals, reversions and extensions of the foregoing; and

(iii) 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;

(b) Trademarks:

(i) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 2 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Intellectual Property Collateral and automatically subject to the Lien and security interest granted herein;

(ii) all renewals and extensions of the foregoing;

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

(iv) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Copyright and Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor 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 Copyrights, Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Copyright and Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate

counterparts and attached to a single counterpart. Delivery of an executed signature page of this Copyright and Trademark Security Agreement by facsimile transmission or by Electronic Signature shall be as effective as delivery of a manually executed counterpart hereof.

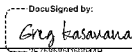
Section 6. Governing Law. This Copyright and Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in Section 9.02 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Intellectual Property Collateral, all or such applicable portion of the Intellectual Property Collateral shall be immediately and automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Grantor hereunder shall immediately and automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Intellectual Property Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Administrative Agent shall execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Copyright and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MYREPCHAT, LLC,
as the Grantor

By:  _____
Name: Greg Kasavana
Title: Treasurer

[Signature Page to Copyright and Trademark Agreement - MRC]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *Cameron Gray*
Name: Cameron Gray
Title: Authorized Officer

[Signature Page to Copyright and Trademark Agreement - MRC]

TRADEMARK
REEL: 008314 FRAME: 0257

SCHEDULE I
TO
COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

Copyright Registrations

1. REGISTERED COPYRIGHTS

TITLE	COPYRIGHT NUMBER	FILING DATE/ REG. DATE	OWNER OF RECORD
Wade Girard's Platform.	TX0008809562	10/21/2019	MyRepChat, LLC (f/k/a Ionlake, LLC)

SCHEDULE II
TO
COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
MYREPCHAT	88912184/ 6264583/ United States	05-12-2020 02-09-2021	MyRepChat, LLC (f/k/a Ionlake, LLC)	Registered