

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WATER COOLER GROUP (WCG) LLC		07/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Administrative Agent		
Street Address:	30 S. Wacker Dr., Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4850360	JUBAPLUS	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.231		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	07/03/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2018 (this "Trademark Security Agreement"), by WATER COOLER GROUP (WCG) LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, a Delaware limited liability company, as administrative agent for the Lenders and certain Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), with its mailing address at 30 S. Wacker Dr., Suite 3700, Chicago, Illinois 60606.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of October 24, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Media Storm, LLC, a Connecticut limited liability company ("Media Storm"), Maude LLC, a Connecticut limited liability company ("Maude"), Propeller Media LLC (formerly known as Lightning Media, LLC and Shamrock Media, LLC), a Delaware limited liability company ("Propeller" and together with Media Storm and Maude, collectively, "Borrowers"), Grantor, Administrative Agent and the financial institutions from time to time party thereto as "Lenders";

WHEREAS, to induce Administrative Agent and Lenders to enter into the Credit Agreement and to induce Lenders to extend credit thereunder, Grantor, among others, executed and delivered in favor of Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of October 24, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of each Secured Party, a continuing security interest in all of Grantor's right, title and interest in, to and under each of the following, whether now existing or from time to time hereafter created, arising or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Marks, including those set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

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

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Mark, or (ii) injury to the goodwill associated with any Mark.

For the avoidance of doubt, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Marks or any other Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any new Marks or the renewal or extension of any Mark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement at any time and from time to time by amending Schedule I to include any other or additional Trademark Collateral of Grantor, in each case, with notice to and the consent of, Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral (as defined in the Credit Agreement), whether or not listed on Schedule I.

5. TERMINATION. Section 10.9 of the Security Agreement is incorporated by reference herein as if fully set forth herein, *mutatis mutandis*.

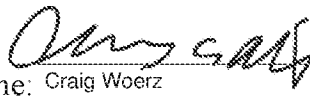
6. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

7. COUNTERPARTS. This Trademark Security 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 Trademark Security Agreement. Receipt by telecopy, emailed .pdf file or other similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature page follows]

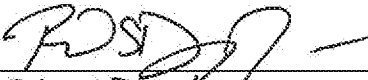
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WATER COOLER GROUP (WCG) LLC, a Delaware limited liability company

By:  _____
Name: Craig Woerz
Title: Managing Partner

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Administrative Agent and a Lender

By: 
Name: Robert Douglass
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
JUBAPLUS	86575070	Registered	4850360	11/10/2015