

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495835

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIBC Bank USA		10/26/2018	Chartered Bank: ILLINOIS

RECEIVING PARTY DATA

Name:	Alaris USA Inc.
Street Address:	333 24th Avenue SW, Suite 250
City:	Calgary, Alberta
State/Country:	CANADA
Postal Code:	T2S 3E6
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3408762	YMARKETING
Registration Number:	4275659	Y
Registration Number:	4279186	Y MARKETING DIGITAL.SEARCH.SOCIAL
Registration Number:	3884581	DIGITAL ANTHROPOLOGY
Registration Number:	3157935	TWO WEST
Registration Number:	3361069	THE BRAND SHOW
Registration Number:	4580436	RETAIL ARCHETYPES
Registration Number:	4944559	COMPASS MARKETING INTELLIGENCE TOOL
Serial Number:	87005667	LOCALWAVE
Registration Number:	2673199	UNDERLINE COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 7137546652

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: 713-374-3652

Email: MORENOA@GTLAW.COM

Correspondent Name: GREENBERG TRAUIG LLP

Address Line 1: 1000 LOUISIANA STREET, SUITE 1700

Address Line 4: HOUSTON, TEXAS 77002

CH \$265.00 3408762

ATTORNEY DOCKET NUMBER:	132982.012700
NAME OF SUBMITTER:	Fritz Eggen
SIGNATURE:	/Fritz Eggen/
DATE SIGNED:	10/29/2018

Total Attachments: 17

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AGENCY RESIGNATION AND APPOINTMENT AGREEMENT

This Agency Resignation and Appointment Agreement (this “Agreement”) is entered into as of October 26, 2018, by and among CIBC BANK USA, formerly known as The PrivateBank and Trust Company (“CIBC”), as Administrative Agent under the Credit Agreement (as defined below) (in such capacity, the “Resigning Agent”), (ii) Alaris USA Inc. (“Alaris”) as successor administrative agent under the Credit Agreement (in such capacity, the “Successor Agent”), the financial institutions party to the Credit Agreement (collectively, the “Lenders”), THE SANDBOX GROUP, LLC a Nevada limited liability company (“Holdings”) SANDBOX ACQUISITIONS, LLC a Nevada limited liability company (“Sandbox USA”) and together with Holdings, each a “Borrower”, and collectively the “Borrowers”), and the other Loan Parties party to the Credit Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement.

RECITALS

WHEREAS, the Borrowers, the other Loan Parties, the Lenders and the Resigning Agent are parties to that certain Credit Agreement (the “Credit Agreement”) dated as of March 8, 2016 (as amended, restated, supplemented or otherwise modified, including, without limitation, by that certain First Amendment, Joinder and Limited Consent to Credit Agreement dated as of June 6, 2016, that certain Second Amendment, Joinder and Limited Consent to Credit Agreement dated as of September 21, 2017 and that certain Third Amendment and Limited Consent to Credit Agreement dated as of December 15, 2017);

WHEREAS, pursuant to that certain Assignment and Assumption dated as of the date hereof (the “Assignment”) the Lenders sold and assigned, or will sell and assign, the Assigned Interests (as defined in the Assignment) to Alaris USA Inc. (the “Assignee”), which Assigned Interests include, *inter alia*, all of the Lenders’ rights and obligations under the Credit Agreement;

WHEREAS, the Resigning Agent desires to resign as Administrative Agent under the Credit Agreement and the other Loan Documents, pursuant to Section 14.10 of the Credit Agreement; and

WHEREAS, the Lenders (as Required Lenders under the Credit Agreement) and the Borrowers desire to appoint the Successor Agent as the successor Administrative Agent under the Credit Agreement and the other Loan Documents and the Successor Agent wishes to accept such appointment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Agency Resignation and Appointment.

(a) As of the Resignation and Appointment Effective Date (as defined below), (i) the Resigning Agent hereby resigns as the Administrative Agent as provided under Section 14.10 of the Credit Agreement and shall have no further obligations under the Loan Documents in such capacities; (ii) the Lenders (as Required Lenders under the

Credit Agreement) hereby appoint the Successor Agent as successor Administrative Agent under the Credit Agreement and the other Loan Documents; (iii) the Borrowers hereby consent to the appointment of the Successor Agent under the Credit Agreement and the other Loan Documents; and (iv) Alaris hereby accepts its appointment as Successor Agent under the Credit Agreement and the other Loan Documents.

(b) The Resigning Agent and the Loan Parties authorize the Successor Agent to file any UCC assignments or amendments with respect to the UCC financing statements and other filings in respect of the Collateral as the Successor Agent deems necessary or desirable and each party hereto agrees to execute any documentation and to take such other actions as may reasonably be necessary to evidence the resignation and appointment described herein; provided that the Resigning Agent shall bear no responsibility for any actions taken or omitted to be taken by the Successor Agent under this clause (b).

(c) The parties hereto hereby confirm that (i) the Successor Agent succeeds to the rights and obligations of the Administrative Agent under the Credit Agreement and becomes vested with all of the rights, powers, privileges and duties of the Administrative Agent under each of the Loan Documents, and (ii) the Resigning Agent is discharged from all of its duties and obligations as the Administrative Agent under the Credit Agreement and the other Loan Documents and neither the Resigning Agent nor CIBC in any other capacity shall have any duties or obligations under the Credit Agreement and the other Loan Documents to provide any financial accommodations to or for the benefit of the Borrowers or its Affiliates or otherwise, in each case, as of the Resignation and Appointment Effective Date.

(d) Each of the parties hereto hereby confirms that, as of the Resignation and Appointment Effective Date, all of the provisions of the Credit Agreement, including, without limitation, Section 14 and Section 15.5 of the Credit Agreement, together with any provision of any Loan Document that by its terms shall accrue to the benefit of any retiring or resigning Administrative Agent or sub-agent, to the extent they pertain to the Resigning Agent, continue in effect for the benefit of the Resigning Agent, its sub-agents and their respective affiliates in respect of any actions taken or omitted to be taken by any of them while the Resigning Agent (i) was acting as the Administrative Agent or (ii) continues to act as a sub-agent and, in each case, inure to the benefit of the Resigning Agent.

(e) The Resigning Agent hereby assigns to the Successor Agent each of the Liens, security interests, powers of attorney and other rights, interests and privileges, granted to the Resigning Agent under the Loan Documents, and the Successor Agent hereby assumes all such Liens and security interests, for its benefit and for the benefit of the Lenders.

(f) The Borrowers and each other Loan Party hereby confirms its guarantees, pledges and grants of security interests, powers of attorney and other rights, interests and privileges granted by any Loan Party, as applicable under each of the Loan Documents to which it is party, and agrees that, notwithstanding the effectiveness of this Agreement

and the transactions contemplated hereby, such guarantees, pledges and grants of security interests, powers of attorney and other rights, interests and privileges granted by any Loan Party, as applicable, shall continue to be in full force and effect and shall continue to inure to the benefit of the Successor Agent and the Lenders.

2. Address for Notices.

(a) As of the Resignation and Appointment Effective Date, the address of the “Administrative Agent” for the purposes of Section 15.3 and Annex B of the Credit Agreement shall be as follows:

Alaris USA Inc.
Suite 250
333 24th Avenue SW
Calgary, Alberta T2S 3E6
Attn: Michael Ervin, Chief Legal Officer and Corporate Secretary

(b) As of the Resignation and Appointment Effective Date, the Borrowers hereby agree that any payment required to be made to the Successor Agent (whether for its own account or for the account of the Lenders) under the Credit Agreement shall be made by wire transfer of immediately available funds to the account below:

Bank: HSBC Bank USA
Bank Address: 600 University, Suite 2323
Seattle, Washington 98101
Bank Code: MRMDUS33
Account: 446-057983
RT: 125007098
ACH Rout/ABA#: 125007098
Wire Rout/ABA#: 021001088

3. Representations and Warranties.

(a) The Resigning Agent hereby represents and warrants on and as of the Resignation and Appointment Effective Date that it is legally authorized to enter into and has duly executed and delivered this Agreement.

(b) The Successor Agent hereby represents and warrants on and as of the Resignation and Appointment Effective Date that it is legally authorized to enter into and has duly executed and delivered this Agreement.

(c) Each Loan Party hereby represents and warrants on and as of the Resignation and Appointment Effective Date that (i) it is legally authorized to enter into and has duly executed and delivered this Agreement; (ii) Schedule 1 contains a complete list of all possessory collateral and security filings related to the Collateral delivered to the Resigning Agent; and (iii) Schedule 2 contains a complete list of all existing Events of Default.

4. Conditions Precedent to Effectiveness. For purposes of this Agreement, the term “Resignation and Appointment Effective Date” means the first date on which all of the following conditions have been satisfied:

(a) Each of the Borrowers, the other Loan Parties, the Resigning Agent and the Successor Agent shall have executed and delivered this Agreement.

(b) The Resigning Agent shall have received from the Borrowers payment in immediately available funds of all costs, expenses, accrued and unpaid fees and other amounts payable to it as the Resigning Agent and as a former Lender pursuant to the Loan Documents, including, without limitation, legal fees and expenses owing to Mayer Brown LLP, counsel to the Resigning Agent. The total payment to be received by the Resigning Agent from the Borrowers in full satisfaction of the foregoing is: \$21,450.

5. Reference and Effect on Loan Documents. As of the Resignation and Appointment Effective Date, all references in the Loan Documents to “Administrative Agent” shall be deemed to be references to the Successor Agent in its capacity as the Administrative Agent. This Agreement shall be considered to be a Loan Document, and the Credit Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Agreement.

6. Further Assurances.

(a) Without limiting their obligations in any way under any of the Loan Documents, the Borrowers and each Loan Party reaffirms and acknowledges its obligations to the Successor Agent with respect to the Credit Agreement and the other Loan Documents and that the delivery of any agreements, instruments or other documents and any other actions taken or to be taken shall be to the satisfaction of Successor Agent notwithstanding whether any of the foregoing was or were previously satisfactory to the Resigning Agent.

(b) Each of the Borrowers, each other Loan Party and the Resigning Agent agrees that, following the Resignation and Appointment Effective Date, it shall furnish, at the Borrowers’ sole cost and expense, additional releases, termination statements and such other documents, instruments and agreements as are customary and may be reasonably requested by the Successor Agent from time to time in order to effect the matters covered hereby.

(c) The Borrowers shall reimburse the Resigning Agent for all out-of-pocket costs and expenses incurred by the Resigning Agent in connection with any actions taken pursuant to this Agreement.

7. Return of Payments.

(a) In the event that, after the Resignation and Appointment Effective Date, the Resigning Agent receives any principal, interest or other amount owing to any Lender or the Successor Agent under the Credit Agreement or any other Loan Document, the Resigning Agent agrees that such payment shall be held in trust for the Successor Agent,

and the Resigning Agent shall promptly return such payment to the Successor Agent for payment to the Person entitled thereto.

(b) In the event that, after the Resignation and Appointment Effective Date, the Successor Agent receives any principal, interest or other amount owing to Resigning Agent or any former Lender under the Credit Agreement or any other Loan Document, the Successor Agent agrees that such payment shall be held in trust for the Resigning Agent, and the Successor Agent shall promptly return such payment to the Resigning Agent.

8. Reliance; Limitation on Liability.

(a) The Successor Agent shall be entitled to conclusively rely upon, and neither the Successor Agent nor the Resigning Agent shall incur any liability for the Successor Agent's reliance upon, the records, registers, representations and other information supplied to it by the Resigning Agent, the Lenders, any Loan Party or any of their respective Affiliates, and in no event shall the Successor Agent or the Resigning Agent have any liability in respect of the calculations, determinations or distributions made by the Lenders or the Resigning Agent prior to the effectiveness of this Agreement, nor shall the Successor Agent or the Resigning Agent have any liability after the effectiveness of this Agreement to the extent that any calculation, determination or distribution is made by it based in whole or in part on information supplied to it by the Required Lenders, the Resigning Agent, the Borrowers or any of their respective Affiliates.

(b) Except as otherwise represented to the Successor Agent by Resigning Agent, the Resigning Agent shall not have any liability arising from confirmations of the amount of outstanding Loans or the component amounts thereof or the provision of any documents, agreements or other materials to the Successor Agent.

9. General Release; Indemnity.

(a) In consideration of, among other things, execution and delivery of this Agreement by the Resigning Agent and the Successor Agent, the Borrowers, and each of the other Loan Parties, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "Releasors"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee (as hereinafter defined) from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses or claims whatsoever (collectively, the "Claims"), that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity, against the Resigning Agent and the Successor Agent in any capacity (including,

without limitation, Administrative Agent and/or Lender under the Credit Agreement) and their respective affiliates, subsidiaries, shareholders and “controlling persons” (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys and other representatives of each of the foregoing (collectively, the “Releasees”), based in whole or in part on facts, whether or not now known, existing on or before the Resignation and Appointment Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith or (ii) any aspect of the dealings or relationships between or among the Borrowers and/or the other Loan Parties, on the one hand, and the Resigning Agent or the Successor Agent, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by the Borrowers or any other Loan Party of any Loans or other financial accommodations made by the Resigning Agent or the Successor Agent after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees which are based in whole or in part on facts, whether or not now known or unknown, existing on or prior to the date of receipt of any such Loans or other financial accommodations. In entering into this Agreement, the Borrowers and each other Loan Party consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. The provisions of this Section shall survive the termination of this Agreement, the Credit Agreement, the other Loan Documents and payment in full of the Obligations.

(b) The Borrowers and the other Loan Parties each hereby agrees that it shall be jointly and severally obligated to indemnify and hold the Releasees harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Releasees, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by, or on behalf of any Person, including, without limitation, the respective officers, directors, agents, trustees, creditors, partners or shareholders of the Borrowers, any other Loan Party or any of their respective Subsidiaries, whether threatened or initiated, in respect of any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of the Credit Agreement, the other Loan Documents, this Agreement or any other document executed and/or delivered in connection herewith; provided, that none of the Borrowers nor any other Loan Party shall have any obligation to indemnify or hold harmless any Releasee hereunder with respect to liabilities to the extent they result from the gross negligence or willful misconduct of that Releasee as finally determined by a court of competent jurisdiction. If and to the extent that the foregoing undertaking may be unenforceable for any reason, the Borrowers and the other Loan Parties each agrees to make the maximum contribution to the payment and satisfaction thereof which is permissible under applicable law. The foregoing indemnity

shall survive the termination of this Agreement, the Credit Agreement, the other Loan Documents and the payment in full of the Obligations.

(c) The Borrowers and each of the other Loan Parties, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by the Borrowers or any other Loan Party pursuant to Section 9(a) hereof. If the Borrowers, any other Loan Party or any of their successors, assigns or other legal representatives violates the foregoing covenant, the Borrowers and the other Loan Parties, each for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

(d) The Borrowers and the other Loan Parties each warrant, represent and agree that they are fully aware of California Civil Code Section 1542, which provides as follows:

SECTION 1542. GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Borrowers and the other Loan Parties each hereby knowingly and voluntarily waive and relinquish the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein, and any rights they may have to invoke the provisions of any such law now or in the future with respect to the Claims being released pursuant to Section 9(a) hereof, and the Borrowers and the other Loan Parties each hereby agree and acknowledge that this is an essential term of the releases set forth in Section 9(a). In connection with such releases, the Borrowers and the other Loan Parties each acknowledge that they are aware that they or their attorneys or others may hereafter discover claims or facts presently unknown or unsuspected in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Claims being released pursuant to Section 9(a) hereof. Nevertheless, it is the intention of the Borrowers and the other Loan Parties in executing this Agreement to fully, finally and forever settle and release all matters and all claims relating thereto, which exist, hereafter may exist or might have existed (whether or not previously or currently asserted in any action) constituting Claims released pursuant to Section 9(a) hereof. Each Releasee, to the extent not a Party, shall be an express third-party beneficiary of this Agreement for purposes of this Section 9 and shall be entitled to enforce the provisions hereof as if it were a party hereto.

10. Reservation of Rights. The Resigning Agent, the Successor Agent and each of the Lenders expressly reserves all rights, powers, privileges and remedies of the Administrative Agent and/or each of the Lenders under the Credit Agreement, the other Loan Documents and/or applicable law, including, without limitation, their rights at any time, as applicable, and without further notice, (i) to commence any legal or other action to collect any or all of the Obligations from the Loan Parties and/or any Collateral or any property pledged by any other Person or entity as security for any or all of the Obligations, (ii) to foreclose or otherwise realize on any or all of the Collateral and/or appropriate, set-off or apply to the payment of any or all of the Obligations, any or all of the Collateral and (iii) to take any other enforcement action or otherwise exercise any or all rights and remedies provided for by any Loan Document or applicable law. All such rights, powers, privileges and remedies are cumulative and without limitation of any other available rights, powers, privileges and remedies. No oral representations or course of dealing on the part of the Resigning Agent, the Successor Agent or any of the Lenders, or any of their respective officers, employees, attorneys or agents, and no failure or delay by the Resigning Agent, the Successor Agent or any of the Lenders with respect to the exercise of any right, power, privilege or remedy of the Resigning Agent, the Successor Agent and/or any Lender under any Loan Document or applicable law shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege or remedy shall not preclude any later exercise of any other right, power, privilege or remedy.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement

13. Headings; Loan Document. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof. This Agreement shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

14. Confidentiality. This Agreement is exclusively for the information of the parties hereto and the information herein may not be disclosed to any third party or circulated or referred to publicly without the prior written consent of CIBC, except that this Agreement, including any schedules hereto, may be disclosed, if required, in any legal, judicial or administrative proceeding or as otherwise required by law or regulation or as requested by a governmental or regulatory authority.

15. Governing Law; Consent to Jurisdiction and Venue.

(a) This Agreement and any claim, controversy or dispute arising under or related to or in connection therewith, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will be governed by the laws of the State of Illinois without regard to any conflicts of law principles.

(b) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of Illinois, or in the United States Court for the Northern District of Illinois, in each case, located in Cook County Illinois. The Borrowers and each of the other Loan Parties hereby irrevocably consents to the service of process in any suit, action or proceeding in said courts by registered mail, postage prepaid, to the Borrowers' address set forth in ANNEX B of the Credit Agreement or by personal servicer within or without the state of Illinois.

(c) Each party hereby irrevocably waives any objections which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court referred to above, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

16. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**RESIGNING AGENT AND REQUIRED
LENDER:**

CIBC BANK USA

By: 

Name: Rob Dmowski

Title: Associate Managing Director

SUCCESSOR AGENT:

ALARIS USA INC

By: _____
Name: **Michael D. Ervin**
Title: Chief Legal Officer & Corporate Secretary

REQUIRED LENDERS:

ALARIS USA INC.

By: _____
Name: **Michael D. Ervin**
Title: Chief Legal Officer & Corporate Secretary

BORROWERS:

THE SANDBOX GROUP, LLC

By: _____
Name: Mark Anthony
Title: Manager

SANDBOX ACQUISITIONS, LLC

By: _____
Name: Mark Anthony
Title: Manager

LOAN PARTIES:

JLM 1926 HOLDINGS, LLC

By: _____
Name: Mark Anthony
Title: Manager

UNDERLINE COMMUNICATIONS, LLC

By: _____
Name: Mark Anthony
Title: Manager

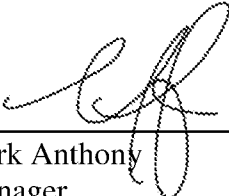
GOBLE & ASSOCIATES, LLC

By: _____
Name: Mark Anthony
Title: Manager

UNISON RESOURCE COMPANY, LLC

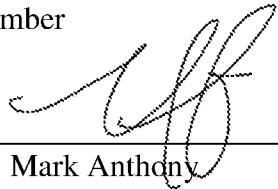
By: _____
Name: Mark Anthony
Title: Manager

MCCORMICK ADVERTISING COMPANY,
LLC

By: 
Name: Mark Anthony
Title: Manager

TWO WEST, LLC

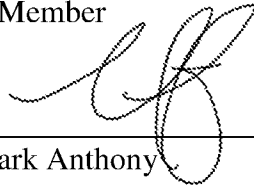
By: Sandbox Acquisitions, LLC,
a Nevada limited liability company
Its: Sole Member

By: 
Name: Mark Anthony
Title: Manager

WAVEMAKER LABS, LLC

By: Two West, LLC,
a Missouri limited liability company
Its: Sole Member

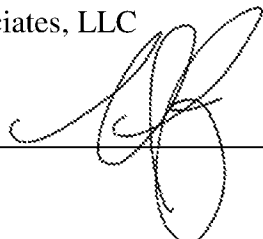
By: Sandbox Acquisitions, LLC
a Nevada limited liability company
Its: Sole Member

By: 
Name: Mark Anthony
Title: Manager

YMARKETING, LLC

By: 
Name:
Title:

JAM Associates, LLC

By: 
Name:
Title:

Schedule 1

POSSESSORY COLLATERAL AND SECURITY FILINGS

Possessory Collateral
<ul style="list-style-type: none">• Sandbox Acquisitions, LLC – 4,900 Class A-1 Units (69.9%; 100% of Class A-1 Units), Certificate A-1-1, Grantor: The Sandbox Group, LLC
<ul style="list-style-type: none">• Sandbox Advertising Inc. – 650 Class A Common Shares (65%), Certificate ACOM-3, Grantor: The Sandbox Group, LLC
<ul style="list-style-type: none">• JLM 1926 Holdings, LLC – 2,000 Units (100%), Certificate No. 1, Grantor: Sandbox Acquisitions, LLC
<ul style="list-style-type: none">• Underline Communications, LLC – 100 Units (100%), Certificate No. 9, Grantor: Sandbox Acquisitions, LLC
<ul style="list-style-type: none">• Goble & Associates, LLC – 12,500 Units (100%), Certificate No. 2, Grantor: Sandbox Acquisitions, LLC
<ul style="list-style-type: none">• UNISON Resource Company, LLC – 5,000 Units (100%), Certificate No. 1, Grantor: JLM 1926 Holdings, LLC
<ul style="list-style-type: none">• McCormick Advertising Company, LLC – 2,036 Units (100%), Certificate No. 1, Grantor: JLM 1926 Holdings, LLC
<ul style="list-style-type: none">• JAM Associates LLC - 100 Units (100%), Certificate No. 2, Grantor: Goble & Associates, LLC
<ul style="list-style-type: none">• McCormick & Associates, SAS - 650 Shares (65%), Uncertificated, Grantor: JLM 1926 Holdings, LLC
<ul style="list-style-type: none">• Two West, LLC – 1 Unit (100%), Certificate No. 1, Grantor: Sandbox Acquisitions, LLC
<ul style="list-style-type: none">• WaveMaker Labs, LLC – 1 Unit (100%), Certificate No. 1, Grantor: Two West, LLC
<ul style="list-style-type: none">• ymarketing, LLC – 100 Units (100%), Certificate No. 1, Grantor: Sandbox Acquisitions, LLC

Existing UCC-1 Financing Statements

- The Sandbox Group, LLC – Nevada Secretary of State – 2016007183-8 – Filed: 03/09/16
- Sandbox Acquisitions, LLC – Nevada Secretary of State – 2016007184-0 – Filed: 03/09/16
- Goble & Associates, LLC – Illinois Secretary of State – 21167487 – Filed: 03/09/16
- JAM Associates LLC – California Secretary of State – 16-7513317115 – Filed: 03/08/16
- Underline Communications, LLC – New York Department of State, Division of Corporations, State Records & UCC – 204550 – Filed: 03/09/16
- JLM 1926 Holdings, LLC – Texas Secretary of State – 16-0007748366 – Filed: 03/09/16
- McCormick Advertising Company, LLC – Texas Secretary of State – 16-0007748124 – Filed: 03/09/16
- UNISON Resource Company, LLC – Texas Secretary of State – 16-0007748245 – Filed: 03/09/16
- Two West, LLC – Missouri Secretary of State – 1606097213829 – Filed: 06/07/16
- WaveMaker Labs, LLC – Missouri Secretary of State – 1606097214518 – Filed: 06/07/16
- ymarketing, LLC – California Secretary of State – 17-7607949161 – Filed: 09/26/17

IP Filings

- Sandbox Acquisitions, LLC, Sandbox Group, LLC, JLM 1926 Holdings, LLC, UNISON Resources Company, LLC, Underline Communications, LLC, Goble & Associates, LLC, McCormick Advertising Company, LLC and JAM Associates, LLC – US Copyright Office – Doc. number V9933D825 – Recordation date: 03/11/16
- Underline Communications, LLC – US PTO – Reel/Frame number 5748/0020 – Recordation date: 03/08/16
- Two West, LLC and Wavemaker Labs, LLC – US PTO – Reel/Frame number 5809/0056 – Recordation date: 06/07/16
- Two West, LLC and Wavemaker Labs, LLC – US PTO – Reel/Frame number 038827/0099 – Recordation date: 06/07/16
- ymarketing, LLC – US PTO – Reel/Frame number 6163/0566 – Recordation date: 09/27/17

Schedule 2

EXISTING EVENTS OF DEFAULT

Events of Default under the Credit Agreement arising out of one or more violations of:

- (a) Section 6.2.2(a)(iv) of the Credit Agreement for the failure to (x) provide a calculation of Excess Cash Flow for the Fiscal Year ending December 31, 2017 on or prior to the date required for the delivery thereof, which is an Event of Default under Section 13.1.5(b) of the Credit Agreement, and (y) make the mandatory prepayment required thereunder, if any, which was an Event of Default under Section 13.1.1 of the Credit Agreement,
- (b) Section 10.1.1 and Section 10.1.3 of the Credit Agreement for failures to deliver the annual audited report of the Borrowers for the Fiscal Year ending December 31, 2017 within the timeframe set forth therein and the related Compliance Certificate, each of which was an Event of Default under Section 13.1.5(a) of the Credit Agreement,
- (c) the minimum Fixed Charge Coverage Ratio covenant set forth in Section 11.14.1 of the Credit Agreement for the Computation Period ending December 31, 2017, which was an Event of Default under Section 13.1.5(a) of the Credit Agreement,
- (d) Section 10.1.2 and Section 10.1.3 of the Credit Agreement for failure to deliver the interim reports for the months endings May 31, 2018 and June 30, 2018 within the timeframe set forth therein and the related Compliance Certificate, each of which was an Event of Default under Section 13.1.5(a) of the Credit Agreement, and
- (e) the Borrowers' obligations to make payments on the Alaris Preferred Equity, each of which was an Event of Default under Section 13.1.2 of the Credit Agreement.