

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ad Results Media, LLC		11/21/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	555 South Flower Street		
Internal Address:	21st Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5297969	AD RESULTS MEDIA	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	059407		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/21/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 21, 2019, is made by **AD RESULTS MEDIA, LLC**, a Texas limited liability company ("Grantor") in favor of **CITY NATIONAL BANK**, as administrative agent (in such capacity, together with its successors and assigns, the "Agent") for the Secured Parties (defined below).

W I T N E S S E T H:

WHEREAS, Grantor, Shamrock ARM Intermediate, LLC, the Agent and the lenders party thereto from time to time (collectively, the "Lenders"), have entered into that certain Credit Agreement, of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, as a condition to the extension of credit by the Lenders under the Credit Agreement, Grantor has agreed, pursuant to a Guarantee and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement"), to grant to the Agent (for the benefit of the Secured Parties) a security interest in, and lien on, all of the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance of the Obligations of such Grantor, hereby grants to the 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 of such Grantor (the "Trademark Collateral"):

- (a) all of its Marks, including, without limitation, those listed 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 Mark;
- (d) all income, royalties, damages and payments now and hereafter due and or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof, rights to sue for past, present and future infringements thereof, and rights corresponding thereto throughout the world; and
- (e) all proceeds of any of the foregoing.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Trademark Collateral shall not include, any Excluded Collateral; provided, that if and when any property described in

this Section 2 shall cease to be Excluded Collateral, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

Section 4. Termination. Upon the termination of the Guarantee and Security Agreement in accordance with Section 5.06 thereof, the Agent shall, at the expense of Grantor, promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security.

Section 5. Governing Law. This Trademark Security 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 New York.

[Signature Pages Follow]

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.

AD RESULTS MEDIA, L.L.C.,
a Texas limited liability company,
as Grantor

By: 
Name: Michael Kropko
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Mark	Serial No.	Registration No.	Registration Date	Grantor
AD RESULTS MEDIA	87152762	5297969	September 26, 2017	Ad Results Media, LLC

B. TRADEMARK APPLICATIONS

None.