

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IneoQuest Technologies, LLC		10/15/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Agent		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3036138	INEOQUEST TECHNOLOGIES, INC.	
Registration Number:	3918448	INEOQUEST	
Registration Number:	3927299	IQ INEOQUEST	
Registration Number:	3844404	CRICKET	
Registration Number:	3906598	GEMINUS	
Registration Number:	3840201	IQDIALOGUE	
Registration Number:	3797884	IVMS	
Registration Number:	3802341	SINGULUS	
Registration Number:	5136408	IQ	
Registration Number:	5092592	INSPECTOR	
Registration Number:	5272446	IQ	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 THIRD AVE		

OP \$290.00 3036138

Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	037984-0015
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	10/15/2020
Total Attachments: 6 source=Project Lightspeed - Trademark IPSA (Executed Version)(118259609.1)#page1.tif source=Project Lightspeed - Trademark IPSA (Executed Version)(118259609.1)#page2.tif source=Project Lightspeed - Trademark IPSA (Executed Version)(118259609.1)#page3.tif source=Project Lightspeed - Trademark IPSA (Executed Version)(118259609.1)#page4.tif source=Project Lightspeed - Trademark IPSA (Executed Version)(118259609.1)#page5.tif source=Project Lightspeed - Trademark IPSA (Executed Version)(118259609.1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of October 15, 2020, (this “**Agreement**”), among Telestream, LLC, a Delaware limited liability company, IneoQuest Technologies, LLC, a Delaware limited liability company, Project Giants, LLC, a Delaware limited liability company, Eco Digital, LLC, a Delaware limited liability company (each, a “**Grantor**”) and Fortress Credit Corp. in its capacities as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of October 15, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 15, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Telestream Holdings Corporation, a Delaware corporation (the “**Borrower**”), Thunder Parent Inc., a Delaware limited partnership (“**Holdings**”), the Lenders from time to time party thereto, and Administrative Agent. Consistent with the requirements set forth in Section 4.01 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the goodwill of the business symbolized by the foregoing;
- C. all renewals of the foregoing;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark;
- E. all Proceeds of and rights associated with the foregoing; and
- F. all rights, priorities and privileges corresponding to any of the foregoing throughout the world;

in each case to the extent the foregoing the foregoing items constitute Collateral (and excluding, for the avoidance of doubt, any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law).

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests pledged, collaterally assigned, mortgaged, transferred and granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement 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, the parties hereto have duly executed this Agreement as of the day and year first above written.


TELESTREAM, LLC, a Delaware limited liability company

By: 
Name: Dan Castles
Title: Chief Executive Officer

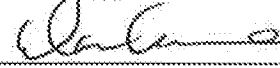
INEOQUEST TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 
Name: Dan Castles
Title: President

PROJECT GIANTS, LLC, a Delaware limited liability
company

By: 
Name: Dan Castles
Title: President

ECO DIGITAL, LLC, a Delaware limited liability company

By: 
Name: Dan Castles
Title: President

FORTRESS CREDIT CORP.
as Administrative Agent

By: _____
Name: Constantine M. Dakolias
Title: President

SCHEDULE I

Trademarks

<u>REGISTERED OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
<u>Telestream, LLC</u>	4,893,087	TEMPO
<u>Telestream, LLC</u>	3,751,641	Wirecast
<u>Telestream, LLC</u>	3,786,947	Screenflow
<u>Telestream, LLC</u>	3,668,061	Split-and-Switch
<u>Telestream, LLC</u>	3,470,119	MetaFlip
<u>Telestream, LLC</u>	3,330,213	Episode
<u>Telestream, LLC</u>	3,307,884	GraphicsFactory
<u>Telestream, LLC</u>	3,122,483	Flip4Mac
<u>Telestream, LLC</u>	2,620,993	FlipFactory
<u>Telestream, LLC</u>	3,845,793	Vantage
<u>Telestream, LLC</u>	4,251,537	Flip Player
<u>Telestream, LLC</u>	4,355,348	Lightspeed
<u>Telestream, LLC</u>	1,904,157	CaptionMaker
<u>Telestream, LLC</u>	4,642,271	Switch
<u>Telestream, LLC</u>	4,645,298	Telestream (Word only)
<u>Telestream, LLC</u>	4,645,299	Telestream (New Design)
<u>Telestream, LLC</u>	4,966,565	POST PRODUCER
<u>Telestream, LLC</u>	4,966,568	TRAFFICMANAGER
<u>Telestream, LLC</u>	4,966,569	VOD PRODUCER
<u>Telestream, LLC</u>	4,979,809	GAMESHOW
<u>IneoQuest Technologies, LLC</u>	3036138	IneoQuest Technologies, Inc.
<u>IneoQuest Technologies, LLC</u>	3918448	INEOQUEST
<u>IneoQuest Technologies, LLC</u>	3927299	
<u>IneoQuest Technologies, LLC</u>	3844404	CRICKET

<u>REGISTERED OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
<u>IneoQuest Technologies, LLC</u>	3906598	GEMINUS
<u>IneoQuest Technologies, LLC</u>	3840201	IQDialogue
<u>IneoQuest Technologies, LLC</u>	3797884	iVMS
<u>IneoQuest Technologies, LLC</u>	3802341	SINGULUS
<u>IneoQuest Technologies, LLC</u>	5136408	IQ (design)
<u>IneoQuest Technologies, LLC</u>	5092592	INSPECTOR
<u>IneoQuest Technologies, LLC</u>	5272446	IQ Design
<u>Project Giants, LLC</u>	3416056	CERIFY
<u>Project Giants, LLC</u>	5250375	PRISM
<u>Project Giants, LLC</u>	3213046	SENTRY
<u>Project Giants, LLC</u>	3072184	CAPTUREVU
<u>Project Giants, LLC</u>	5799953	AURORA
<u>Eco Digital, LLC</u>	5530403	DIVA
<u>Eco Digital, LLC</u>	2864097	DIVARCHIVE
<u>Eco Digital, LLC</u>	3626187	DIVADIRECTOR
<u>Eco Digital, LLC</u>	3865206	DIVANET
<u>Eco Digital, LLC</u>	3865185	DIVAPROTECT

Trademark Applications

<u>APPLICANT</u>	<u>Application No.</u>	<u>TRADEMARK</u>
Eco Digital, LLC	87259114	DIVA
Eco Digital, LLC	85743390	DIVADOCS