

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPANY 3 / METHOD INC.		01/21/2021	Corporation: DELAWARE
Deluxe 3D LLC		01/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Collateral Agent		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3399692	CO3	
Registration Number:	4260495	CO3	
Registration Number:	5217923	COLORSTREAM	
Registration Number:	3752731	COLORSTREAM	
Registration Number:	3755182	COLORSTREAM	
Registration Number:	5184448	COMPANY 3	
Registration Number:	3403187	COMPANY 3	
Registration Number:	4726921	EC3	
Registration Number:	4726923	EC3	
Registration Number:	3190410	EFILM	
Registration Number:	2011274	EFILM	
Registration Number:	5306398	ENCORE	
Registration Number:	5306402	ENCORE	
Registration Number:	2480453	METHOD	
Registration Number:	6038079	METHOD MADE	
Registration Number:	5154127		
Registration Number:	4273492	MOBILABS	
Registration Number:	4297507	STEREO D	
TRADEMARK			

OP \$515.00 3399692

Property Type	Number	Word Mark
Registration Number:	4297508	STEREO D
Registration Number:	5482237	SYNAPSE

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1318367 TM
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	01/21/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated January 21, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Cantor Fitzgerald Securities, as Collateral Agent (the “Collateral Agent”) for the Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Documents and the Pledge and Security Agreement.

WHEREAS, Infinity Bidco US LLC, a Delaware corporation, (the “Borrower”), Company 3 / Method Inc. (the “Co-Borrower”), Cantor Fitzgerald Securities, as Administrative Agent and Collateral Agent, each lender from time to time party thereto have entered into that certain Credit Agreement dated as of December 23, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), and, pursuant to the Credit Agreement, each Lender has agreed to make Loans upon the terms and subject to the conditions set forth in the applicable Credit Agreement to which such Lender is a party.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Pledge and Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Lenders a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) the issued and pending Patents (as defined in the Pledge and Security Agreement) in the United States Patent and Trademark Office and set forth in Schedule A hereto, the registered Trademarks (as defined in the Pledge and Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office and set forth in Schedule B hereto and the registered Copyrights (as defined in the Pledge and Security Agreement) in the United States Copyright Office and set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties,

fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Lender but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Each Grantor authorizes and requests that the Register of Copyrights or the Commissioner for Patents and Trademarks, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Further Assurances. Upon any termination or release of the Collateral pursuant to the Pledge and Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the Collateral.

SECTION 9. Concerning the Collateral Agent. Cantor Fitzgerald Securities is entering into this IP Security Agreement solely in its capacity as Collateral Agent under the Credit Agreement and shall be entitled to all of the rights, privileges and immunities of the Collateral Agent in acting hereunder.

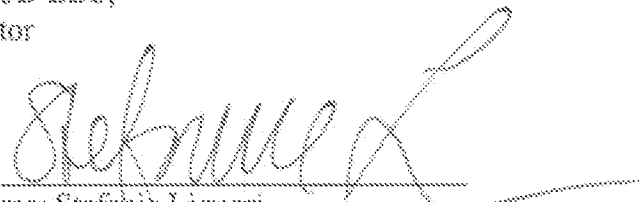
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Company 3 / Method Inc.,
as Grantor

By: 
Name: Stefanie Liquori
Title: Executive Vice President, General Counsel,
Chief Administrative Officer and Secretary

Deluxe 3D LLC,
as Grantor

By: 
Name: Stefanie Liquori
Title: Executive Vice President, General Counsel,
Chief Administrative Officer and Secretary

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

DocuSigned by:
By: James Buccola
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Name: James Buccola
Title: Head of Fixed Income



(Infinity)

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
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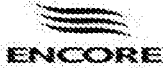


SCHEDULE A

United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Deluxe 3D LLC	Pulling Keys from Color Segmented Images	8538135
Deluxe 3D LLC	Pulling Keys from Color Segmented Images	8977039
Deluxe 3D LLC	Auto-Stereoscopic Interpolation	8638329
Deluxe 3D LLC	Alternate Viewpoint Rendering	8681182
Deluxe 3D LLC	Alternate Viewpoint Rendering	9342861
Company 3 / Method Inc.	Systems and Methods for Automated Virtual Geometry Deformation	10229535
Company 3 / Method Inc.	Delivery of High-Fidelity Content	15/884015
Company 3 / Method Inc.	Cognitive Indexing of Images in Digital Video Content	15884145
Company 3 / Method Inc.	Conformance of Media Content to Original Camera Source Using Optical Character Recognition	16376580

SCHEDULE B

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Company 3 / Method Inc.	CO3	3399692
Company 3 / Method Inc	CO3 & Design (6 bars) 	4260495
Company 3 / Method Inc.	COLORSTREAM	5217923
Company 3 / Method Inc.	COLORSTREAM	3752731
Company 3 / Method Inc.	COLORSTREAM	3755182
Company 3 / Method Inc.	COMPANY 3	5184448
Company 3 / Method Inc.	COMPANY 3	3403187
Company 3 / Method Inc.	EC3	4726921
Company 3 / Method Inc.	EC3 & Design 	4726923
Company 3 / Method Inc.	EFILM	3190410
Company 3 / Method Inc.	EFILM & Design 	2011274
Company 3 / Method Inc.	ENCORE	5306398
Company 3 / Method Inc.	ENCORE & Design 	5306402
Company 3 / Method Inc.	METHOD	2480453
Company 3 / Method Inc.	METHOD MADE	6038079
Company 3 / Method Inc.	Miscellaneous Design (6 bars) 	5154127
Company 3 / Method Inc.	MOBILABS	4273492
Deluxe 3D LLC	STEREO D	4297507
Deluxe 3D LLC	STEREO D & Design 	4297508

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Company 3 / Method Inc.	SYNAPSE	5482237

SCHEDULE C

United States Copyright Registrations

None.

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Company 3 / Method Inc.	SYNAPSE	5482237