

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lamark Media Group, LLC		10/14/2021	Limited Liability Company: DELAWARE
Upward Brand Interactions, LLC		10/14/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5813418	SOCIALWITHIN	
Registration Number:	4333501	LAMARK	
Registration Number:	6439813	UNLOCKING POTENTIAL	
Registration Number:	6440613	LM LAMARK	
Serial Number:	90301132	LAMARK	
Serial Number:	90311145	LM	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	96939-30850		

CH \$165.00 5813418

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/15/2021
Total Attachments: 8 source=05. Unlock - IPSA [Executed]#page1.tif source=05. Unlock - IPSA [Executed]#page2.tif source=05. Unlock - IPSA [Executed]#page3.tif source=05. Unlock - IPSA [Executed]#page4.tif source=05. Unlock - IPSA [Executed]#page5.tif source=05. Unlock - IPSA [Executed]#page6.tif source=05. Unlock - IPSA [Executed]#page7.tif source=05. Unlock - IPSA [Executed]#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 14, 2021, (this “Agreement”), by Lamark Media Group, LLC, a Delaware limited liability company and Upward Brand Interactions, LLC, a Florida limited liability company (each, a “Grantor”) in favor of Churchill Agency Services LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of October 14, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Lamark Debt Merger Sub LLC, a Delaware limited liability company and, after giving effect to the Acquisition (as defined in the Credit Agreement), Lamark Media Group, LLC, a Delaware limited liability company (the “Borrower”), Lamark Buyer LLC, a Delaware limited liability company (“Holdings”), the Restricted Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Churchill Agency Services LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 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 Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable 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 “IP Collateral”):

A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto (other than, for the avoidance of doubt, any intent-to-use (or similar) Trademark applications prior to the accepted filing of a “Statement of Use” or “Amendment to Allege Use” or similar notice with respect thereto);

B. all Patents, including the Patent issuances and pending applications for issuance in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant

to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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 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.

LAMARK MEDIA GROUP, LLC

DocuSigned by:
By: Bryan Shetsky
8E97934F863E44A
Name: Bryan Shetsky
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UPWARD BRAND INTERACTIONS, LLC

DocuSigned by:
Bryan Shetsky
By: _____
Name: Bryan Shetsky
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

CHURCHILL AGENCY SERVICES LLC, as Agent

By: Churchill Asset Management LLC, its member

By: 

Name: Christopher Cox

Title: Senior Managing Director

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007453 FRAME: 0263

SCHEDULE I

ISSUED TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Lamark Media Group, LLC	5813418	SOCIALWITHIN
Lamark Media Group, LLC	4333501	LAMARK
Lamark Media Group, LLC	6439813	UNLOCKING POTENTIAL
Lamark Media Group, LLC	6440613	LM LAMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Lamark Media Group, LLC	90301132	LAMARK
Lamark Media Group, LLC	90311145	LM

SCHEDULE II

ISSUED PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

ISSUED COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Upward Brand Interactions, LLC	VA0002126807	TIFFIN SENECA DESIGN.

COPYRIGHT APPLICATIONS

None.

Schedule III

#95064748v4

RECORDED: 10/15/2021

**TRADEMARK
REEL: 007453 FRAME: 0266**