

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sky High Murals-Colossal Media, Inc.		03/17/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4297994	SKY HIGH MURALS	
Registration Number:	3226842	COLOSSAL MEDIA	
Registration Number:	5020538	COLOSSAL ALWAYS HANDPAINT	
Registration Number:	4394926	ALWAYS HANDPAINT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	03/17/2022		
Total Attachments: 8			
source=Lamar - Sky High Joinder - Intellectual Property Security Agreement#page1.tif			

OP \$115.00 4297994

source=Lamar - Sky High Joinder - Intellectual Property Security Agreement#page2.tif
source=Lamar - Sky High Joinder - Intellectual Property Security Agreement#page3.tif
source=Lamar - Sky High Joinder - Intellectual Property Security Agreement#page4.tif
source=Lamar - Sky High Joinder - Intellectual Property Security Agreement#page5.tif
source=Lamar - Sky High Joinder - Intellectual Property Security Agreement#page6.tif
source=Lamar - Sky High Joinder - Intellectual Property Security Agreement#page7.tif
source=Lamar - Sky High Joinder - Intellectual Property Security Agreement#page8.tif

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 as of March 17, 2022, is made by SKY HIGH MURALS-COLOSSAL MEDIA, INC., a New York corporation (“**Grantor**”) in favor of JPMORGAN CHASE BANK, N.A. (“**JP Morgan**”), as administrative agent (the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Lamar Media Corp., a Delaware corporation (the “**Company**”), and any “Additional Subsidiary Borrower” that may be designated as such (the “**Subsidiary Borrowers**” and together with the Company, the “**Borrowers**”), the Subsidiary Guarantors named therein, the lenders named therein and JPMorgan Chase Bank, N.A., as administrative agent, are party to that certain Fourth Amended and Restated Credit Agreement dated as of February 6, 2020, (as amended by that certain Amendment No. 1, dated as of July 2, 2021, and as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, Grantor has executed and delivered that certain Joinder Agreement dated of even date herewith, pursuant to which (among other things) Grantor joined in and became a party to that certain Amended and Restated Pledge Agreement dated as of February 3, 2014 made by the Grantor, certain other parties and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Pledge Agreement**”);

WHEREAS, under the terms of the Amended and Restated Pledge Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and, to the extent agreed upon and applicable, other foreign governmental authorities;

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

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

- (A) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- (C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Guaranteed Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all Guaranteed Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, 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, the payment of all amounts that constitute part of the Guaranteed Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Guaranteed Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, 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 Amended and Restated Pledge Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Amended and Restated Pledge 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 this IP Security Agreement and the Amended and Restated Pledge Agreement, the Amended and Restated Pledge Agreement shall prevail.


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.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**SKY HIGH MURALS-COLOSSAL MEDIA,
INC.**

By: 
Name: Jay L. Johnson
Title: Executive Vice President,
Chief Financial Officer and Treasurer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

by  _____
Bruce S. Borden
Executive Director

SCHEDULE A

PATENTS

None.

SCHEDULE B

Trademarks

TRADEMARK	STATE OF REGISTRATION	REGISTRATION NUMBER	OWNER
FEDERAL REGISTRATIONS			
SKYHIGH MURALS-	Federal	4,297,994	SKYHIGH MURALS-COLOSSAL MEDIA INC.
COLOSSAL MEDIA	Federal	3,226,842	SKYHIGH MURALS-COLOSSAL MEDIA INC.
COLOSSAL ALWAYS HANDPAINT	Federal	5,020,538	SKYHIGH MURALS-COLOSSAL MEDIA INC.
ALWAYS HANDPAINT	Federal	4,394,926	SKYHIGH MURALS-COLOSSAL MEDIA INC.

SCHEDULE C

Copyrights

COPYRIGHT	REGISTRATION NUMBER and DATE	OWNER
<hr/>		
None		