

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3Q Digital, Inc.		11/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited, as Security Agent		
Street Address:	1 King's Arms Yard		
Internal Address:	Third Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Limited Co.: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4622226	3Q DIGITAL	
Registration Number:	6157185	3Q	
Serial Number:	97092899	ACCEPT NO LIMITS	
Serial Number:	97093270	EMBARQ	
Serial Number:	97131228	GMMI	
Serial Number:	97093293	QLEAN	
Serial Number:	97093314	QOMPOSE	
Serial Number:	90138032	QONTROL	
Serial Number:	90142342	SIGNAL	
Serial Number:	88733026	TAG DETECTIVE	
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		

CH \$265.00 4622226

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/16/2022
Total Attachments: 7 source=11-16-2022 3Q_Digital_Inc_US_Trademark#page1.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page2.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page3.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page4.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page5.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page6.tif source=11-16-2022 3Q_Digital_Inc_US_Trademark#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

November 14, 2022

WHEREAS, 3Q Digital, Inc., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and WILMINGTON TRUST (LONDON) LIMITED, as agent, are parties to a Senior Facilities Agreement dated 18 December 2019 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to a Security Agreement dated as of January 28, 2020 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and WILMINGTON TRUST (LONDON) LIMITED, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark registration and application identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York, including Section 5-1401 and Section 5-1402 of the New York General Obligations Law. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

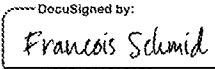
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer effective as of the date first above written.

3Q DIGITAL, INC.,
AS GRANTOR

By  _____
Name: François Louis Schmid
Title: President

Acknowledged:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer effective as of the date first above written.

3Q DIGITAL, INC.,
AS GRANTOR

By: _____
Name: François Louis Schmid
Title: President




Acknowledged:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By: 
Name: Antony Girling
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS/APPLICATIONS

Title	Country	App. No.	Reg. No.	Status	Owner
3Q Digital	United States	86026156	4622226	Registered Registration Date: October 14, 2014	3Q DIGITAL, INC.
3Q 	United States	88790746	6157185	Registered Registration Date: September 22, 2020	3Q DIGITAL, INC.
3Q 	International Register	N/A	1548647	Registered. Registration Date: July 23, 2020	3Q DIGITAL, INC.
	International Register (China - provisional refusal)			Pending.	3Q DIGITAL, INC.
	European Union			Registered. Registration Date: July 23, 2020	3Q DIGITAL, INC.
	United Kingdom			Registered. Registration Date: July 23, 2020	3Q DIGITAL, INC.
	South Korea			Provisional Refusal	3Q DIGITAL, INC.
	Singapore			Registered. Registration Date: July 23, 2020	3Q DIGITAL, INC.
3Q 	United Kingdom	UK00801548647	UK00801548647	Registered. Registration Date: January 26, 2021	3Q DIGITAL, INC.
3Q Digital	European Union	18109812	18109812	Registered.	3Q DIGITAL, INC.

				Registration Date: December 6, 2019	
3Q Digital 3Q Digital	Singapore	40201917147Y	N/A	Registered. Registration Date: October 25, 2019.	3Q DIGITAL, INC.
3Q Digital	United Kingdom	UK00918109812	UK00918109812	Registered. Registration Date: December 6, 2019	3Q DIGITAL, INC.
ACCEPT NO LIMITS <small>ACCEPT NO LIMITS</small>	United States	97092899	N/A	Pending (Use Application). Application Date: October 26, 2021	3Q DIGITAL, INC.
EMBARQ EMBARQ	United States	97093270	N/A	Pending (Intent to Use). Application Date: October 26, 2021	3Q DIGITAL, INC.
GMMI GMMI	United States	97131228	N/A	Pending (Intent to Use). Application Date: November 18, 2021	3Q DIGITAL, INC.
QLEAN QLEAN	United States	97093293	N/A	Pending (Intent to Use). Application Date: October 26, 2021	3Q DIGITAL, INC.
QOMPOSE QOMPOSE	United States	97093314	N/A	Pending (Intent to Use). Application Date: October 26, 2021	3Q DIGITAL, INC.
QONTROL QONTROL	United States	90138032	N/A	Pending (Published - Intent to Use). Application Date: August 26, 2020	3Q DIGITAL, INC.
QONTROL	International Register	N/A	1595602	Registered.	3Q DIGITAL, INC.
	China			Registration Date: January 15, 2021	3Q DIGITAL, INC.

	European Union				3Q DIGITAL, INC.
	United Kingdom			Pending.	3Q DIGITAL, INC.
	South Korea			Registration Date: January 15, 2021	3Q DIGITAL, INC.
	Singapore				3Q DIGITAL, INC.
SIQNAL SIQNAL	United States	90142342	N/A	Pending (Intent to Use). Application Date: August 27, 2020	3Q DIGITAL, INC.
SIQNAL	International Register	N/A	1579437	Registered. Registration Date: January 15, 2021	3Q DIGITAL, INC.
	China			Pending.	3Q DIGITAL, INC.
	European Union			Registered.	3Q DIGITAL, INC.
	United Kingdom			Registration Date: January 15, 2021	3Q DIGITAL, INC.
	South Korea			Pending.	3Q DIGITAL, INC.
	Singapore			Registered. Registration Date: January 15, 2021	3Q DIGITAL, INC.
TAG DETECTIVE TAG DETECTIVE	United States	88733026	6231501	Registered. December 29, 2020	3Q DIGITAL, INC.