

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Company 3 / Method Inc.		12/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Collateral Agent		
Street Address:	110 East 59st Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Investment Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98226873	ENCORE VISUAL EFFECTS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Hye-Jin Kim		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Hye-Jin Kim - 12853.0021		
NAME OF SUBMITTER:	Hye-Jin Kim		
SIGNATURE:	/Hye-Jin Kim/		
DATE SIGNED:	12/22/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 21, 2023, is made by Company 3 / Method Inc., a Delaware corporation, as Grantor (the “Grantor”), 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”), the Grantor, 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 by that certain First Incremental Amendment to Credit Agreement, dated as of April 22, 2021, that certain Second Incremental Amendment to Credit Agreement, dated as of December 6, 2021, that certain Third Amendment to Credit Agreement, dated as of July 29, 2022, that certain Fourth Incremental Amendment to Credit Agreement, dated as of February 24, 2023 (as amended by that certain Amendment Agreement to Fourth Incremental Amendment to Credit Agreement, dated as of March 24, 2023), and that certain Fifth Amendment to Credit Agreement, dated as of December 21, 2023, and as further 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 Grantor has entered into the Pledge and Security Agreement dated as of December 23, 2020 (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 Grantor has granted to the Collateral Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

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

(a) the Trademarks for which applications are pending in the United States Patent and Trademark Office and set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations

of the 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 the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the 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 Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and Trademarks 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. The 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 Grantor, promptly execute and deliver to the 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 the 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, the 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: 

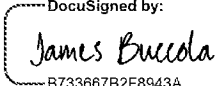
Name: Stefan Sonnenfeld

Title: President and Chief Executive Officer

[Signature page to IP Security Agreement]

TRADEMARK
REEL: 008299 FRAME: 0087

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

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

Legal Reviewed



Ryan Yeh

Assistant General Counsel

SCHEDULE A

United States Trademark Applications

Registered owner/ Grantor	Trademark	Application No.
Company 3 / Method Inc.	ENCORE VISUAL EFFECTS and Design	98226873