

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Callisto Media, Inc.		09/04/2020	Corporation: DELAWARE
Pas Mal, LLC		09/04/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	VCP Capital Markets LLC
Street Address:	Four Embarcadero Center, 20th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6094256	
Registration Number:	6112660	ROCKRIDGE PRESS
Registration Number:	6101983	R
Registration Number:	6112659	ALTHEA PRESS
Registration Number:	6101981	A
Registration Number:	6085827	TYCHO PRESS
Registration Number:	6085828	
Registration Number:	6085826	
Registration Number:	6085825	ZEPHYROS PRESS
Registration Number:	6101982	
Registration Number:	6085829	

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: dlee@akingump.com

Correspondent Name: David C. Lee

TRADEMARK

Address Line 1: 2001 K Street N.W.
Address Line 2: Akin Gump Strauss Hauer & Feld LLP
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER: David C. Lee

SIGNATURE: /David C. Lee/

DATE SIGNED: 09/04/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of September 4, 2020, is entered into by the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and **VCP CAPITAL MARKETS, LLC**, as Administrative Agent (in such capacity, the “*Assignee*”) pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, certain of the Grantors and the other parties thereto, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”), by and among **CALLISTO MEDIA, INC.**, a Delaware corporation (the “*Borrower*”), the Lenders party thereto and the Assignee.

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor’s rights, titles and interests in, to and under the Trademarks and all Proceeds of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets. For the purposes of this Agreement, “*Trademarks*” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration of the Trademarks existing as of the date hereof.

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Assignee for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Grantor Remains Liable

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and Trademark Licenses subject to a security interest hereunder.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

CALLISTO MEDIA, INC.

By: Benjamin Wayne
Name: Benjamin Wayne
Title: Chief Executive Officer


PAS MAL, LLC

By: Benjamin Wayne
Name: Benjamin Wayne
Title: Chief Executive Officer

ASSIGNEE:




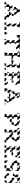



ADMINISTRATIVE AGENT:
VCP CAPITAL MARKETS, LLC,
as Administrative Agent


By: Vista Credit Partners, L.P.
Its: Senior Managing Member



Name: David Flannery
Title: Authorized Person

Schedule A to TRADEMARK SECURITY AGREEMENT
Registered Trademarks and Pending Trademark Applications

Mark / Title Name	Reference Image	First Use	Filing Date	Issued Date	Trademark #	Applicant	Case Reference ID's / Serial #'s	Claimed Rights to
Callisto Media Logo 2 (Logo only)		10/1/2014	10/31/2019	7/7/2020	6034256	Callisto Media Inc.	Serial Number: 88672704	Logo
Rockridge Press Word Mark		5/27/2012	1/6/2020	7/28/2020	6112660	Callisto Media Inc.	Serial Number: 88748268	Word mark
Rockridge Press logo		5/27/2012	1/6/2020	7/14/2020	6101993	Callisto Media Inc.	Serial Number: 88748269	Logo
Althea Press Word Mark		9/26/2013	1/6/2020	7/28/2020	6112659	Callisto Media Inc.	Serial Number: 88748264	Word mark
Althea Press logo		9/26/2013	1/6/2020	7/14/2020	6101981	Callisto Media Inc.	Serial Number: 88748254	Logo
Tycho Press Word Mark		11/22/2013	1/6/2020	6/23/2020	6035827	Callisto Media Inc.	Serial Number: 88747249	Word mark
Tycho Press logo		11/22/2013	1/6/2020	6/23/2020	6035828	Callisto Media Inc.	Serial Number: 88747251	Logo

Mark / Title Name	Reference Image	First Use	Filing Date	Issued Date	Trademark #	Applicant	Case Reference ID's / Serial #'s	Claimed Rights to
Temescal Press logo		11/21/2014	1/6/2020	6/23/2020	6035826	Callisto Media Inc.	Serial Number: 88747240	Logo
Zephyros Press Word Mark	 ZEPHYROS PRESS	11/14/2013	1/6/2020	6/23/2020	6035825	Callisto Media Inc.	Serial Number: 88747238	Word mark
Zephyros Press logo		11/14/2013	1/6/2020	7/14/2020	6101882	Callisto Media Inc.	Serial Number: 88748259	Logo
Sonoma Press logo		1/1/2014	1/6/2020	6/23/2020	6035829	Callisto Media Inc.	Serial Number: 88747746	Logo

Registered Trademarks and Pending Trademark Applications Licensed

None, other than non-exclusive or off-the-shelf licenses.

Schedule A