

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brothers Media Group IP Holdings, LLC		09/13/2021	Limited Liability Company: DELAWARE
Brothers Media Group, LLC		09/13/2021	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A., as Collateral Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: D.C.

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6013738	BMG
Registration Number:	6013739	BMG
Registration Number:	6002717	ABN INSPIRE!
Registration Number:	6002718	ABN INSPIRE!
Registration Number:	4987829	AUTOMOTIVE BROADCASTING NETWORK
Registration Number:	3605027	ABN
Registration Number:	6044316	DEALERIT
Serial Number:	90661035	ABN LIVE!

CORRESPONDENCE DATA

Fax Number: 2122305199

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: 212-318-6518

Email: terrenceboyle@paulhastings.com

Correspondent Name: Terrence G. Boyle

Address Line 1: c/o Paul Hastings LLP

Address Line 2: 200 Park Avenue

Address Line 4: New York, NEW YORK 10166

TRADEMARK

ATTORNEY DOCKET NUMBER:	79807.00051
NAME OF SUBMITTER:	Terrence G. Boyle
SIGNATURE:	/s/ Terrence G. Boyle
DATE SIGNED:	09/14/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of September 13, 2021, between the signatories hereto (each, a “Grantor”, and collectively, the “Grantors”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of December 9, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset:

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

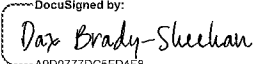
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**BROTHERS MEDIA GROUP IP HOLDINGS,
LLC,
BROTHERS MEDIA GROUP, LLC**
as a Grantor

By:  _____
Name: Dax Brady-Sheehan
Title: Chief Executive Officer

BMO HARRIS BANK N.A.,
as Collateral Agent



By: _____
Name: Todd Meggos
Title: Managing Director

Schedule 1

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Brothers Media Group IP Holdings, LLC	6013738 March 17, 2020	BMG
Brothers Media Group IP Holdings, LLC	6013739 March 17, 2020	BMG
Brothers Media Group IP Holdings, LLC	6002717 March 3, 2020	ABN Inspire!
Brothers Media Group IP Holdings, LLC	6002718 March 3, 2020	ABN Inspire!
Brothers Media Group IP Holdings, LLC	4987829 June 28, 2016	AUTOMOTIVE BROADCASTING NETWORK
Brothers Media Group IP Holdings, LLC	3605027 April 14, 2009	ABN
Brothers Media Group IP Holdings, LLC	6044316 April 28, 2020	DEALERIT

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Brothers Media Group Holdings, LLC	90661035 April 21, 2021	ABN LIVE!

Schedule 2

UNITED STATES PATENTS:

Registrations:

OWNER	PATENT NUMBER / ISSUE DATE	APPLICATION NUMBER / FILING DATE PUB. NO. / PUB. DATE	DESCRIPTION
Brothers Media Group, LLC	9,226,044 December 29, 2015	14176842 2/10/2014 20140229985 8/14/2014	METHOD FOR REAL TIME DISTRIBUTION OF DEALERSHIP GENERATED DATA AND MEDIA ORIGINATING FROM A RETAIL ENVIRONMENT
Brothers Media Group, LLC	RE048,375 December 29, 2020	15856584 12/28/2017 RE048375 12/29/2020	Method for real time distribution of dealership generated data and media originating from a retail environment