

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Discovery Purchaser Corporation		10/04/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Collateral Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 89			
Property Type	Number	Word Mark	
Registration Number:	1322942	ACCLAIM	
Serial Number:	97531173	AGENDA	
Serial Number:	88852215	ALEVIS	
Registration Number:	3005106	ALLECTUS	
Registration Number:	5266656	ALTUS	
Registration Number:	3142924	ARMADA	
Registration Number:	3042597	BANDIT	
Registration Number:	1330499	BANOL	
Registration Number:	6091506	BARRICOR	
Registration Number:	5661849	BROADFORM	
Serial Number:	88882161	BYEPEST	
Registration Number:	3857461	CELSIUS	
Registration Number:	731703	CHIPCO	
Registration Number:	2696442	CIMARRON	
Registration Number:	2632102	COMPASS	
Registration Number:	3473164	CORETECT	
Serial Number:	88852558	COVEZE	
Registration Number:	2981695	CRITERION	
Registration Number:	1978901	DELTADUST	

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Property Type	Number	Word Mark
Registration Number:	2224684	DELTAGARD
Registration Number:	6167034	DENSICOR
Registration Number:	4852052	DERIGO
Registration Number:	2698514	DOMINO EFFECT
Registration Number:	755281	DRIONE
Serial Number:	88852790	EMOVA
Serial Number:	97417229	ENVU
Serial Number:	97463844	ENVU
Registration Number:	1358808	ESCORT
Registration Number:	4142962	ESPLANADE
Registration Number:	5196021	EXTERIS
Registration Number:	3785625	FFAST
Registration Number:	2970982	FFAST
Registration Number:	4605979	FIATA
Registration Number:	5511261	FLOREL
Registration Number:	3209522	FORBID
Serial Number:	97531175	HARMONIX
Registration Number:	5110873	INDEMNIFY
Registration Number:	3857676	INTERFACE
Registration Number:	6075909	INVORA
Registration Number:	3883505	KONTOS
Registration Number:	5261798	LAMBIENT
Registration Number:	3692535	MARENGO
Registration Number:	1271470	MAXFORCE
Registration Number:	5481232	MAXFORCE IMPACT
Registration Number:	1418105	MERIT
Registration Number:	3923660	METHOD
Registration Number:	4637857	MIRAGE
Registration Number:	1200122	OUST
Serial Number:	88717428	PARTIX
Registration Number:	3684136	PASTORA
Registration Number:	1603357	PERMANONE
Registration Number:	5963477	PLAINVIEW
Registration Number:	4172797	POLYZONE
Registration Number:	1782376	PREMISE
Serial Number:	88852780	PROFIMA
Registration Number:	1295537	PROGRASS
Registration Number:	3178392	PROXY

Property Type	Number	Word Mark
Registration Number:	422355	PYRENONE
Registration Number:	6827633	QUICKBAIT
Serial Number:	90006621	RANGEVIEW
Registration Number:	6472332	RANGEVIEW
Registration Number:	6464885	RANGEVIEW
Registration Number:	6190442	REJUVRA
Registration Number:	2841076	REVOLVER
Registration Number:	6186440	REZILON
Registration Number:	5312102	SAVATE
Registration Number:	1276690	SCOURGE
Registration Number:	5342541	SENSAT
Registration Number:	3948371	SPECTICLE
Registration Number:	758271	STABILENE
Registration Number:	4649707	STRESSGARD
Registration Number:	1507757	SUSPEND
Registration Number:	3146698	TARTAN
Registration Number:	6414252	TEGRION
Registration Number:	1314254	TELAR
Registration Number:	1576003	TEMPO
Registration Number:	1377845	TEMPO
Registration Number:	3648201	TEMPRID
Registration Number:	6609299	TETRINO
Registration Number:	2826924	TOPCHOICE
Registration Number:	4246369	TRIBUTE
Registration Number:	5894372	TRIGO
Serial Number:	90293624	TRURANGE
Registration Number:	6550353	TURFVIEW
Serial Number:	97044420	VIAZ
Serial Number:	97044440	VIDOMO
Serial Number:	97044389	V-SYST
Serial Number:	88852319	VUSANI
Registration Number:	2883004	ZENITH

CORRESPONDENCE DATA

Fax Number:

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: 2128487272

Email: Austin.Grossfeld@shearman.com

Correspondent Name: Jordan Altman
Address Line 1: 599 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 40200-18

NAME OF SUBMITTER: Jordan Altman

SIGNATURE: /Jordan Altman/

DATE SIGNED: 10/04/2022

Total Attachments: 12

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Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of October 4, 2022 (this “**Agreement**”), among Discovery Purchaser Corporation, a Delaware corporation (the “**Grantor**”) and Bank of Montreal, as Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Discovery Guarantor 1 Limited (the “**Parent**”), Discovery Guarantor 2 Limited (“**Holdings**”), Discovery Purchaser Corporation, a Delaware corporation (the “**Borrower**”), the Lenders from time to time party thereto, the Administrative Agent and the Collateral Agent have entered into the Second Lien Credit Agreement dated as of October 4, 2022 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of October 4, 2022, among the Borrower, certain other Subsidiaries of Holdings and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Parties as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Sections 1.02 (*Computation of Time Periods*), 1.04 (*Terms Generally*), and 1.07 (*Currency Equivalent Generally*) of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future during the term of the Credit Agreement may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) 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, domain names, all registrations and applications for registration thereof,

including registrations and pending applications for registrations in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals of any of the foregoing, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use of or symbolized by any of the foregoing, together with

(c) any and all (i) rights corresponding to any of the foregoing throughout the world, (ii) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations of any of the foregoing, (iii) substitutions, renewals and extensions of any of the foregoing, and (iv) all products and proceeds of the foregoing.

For the avoidance of doubt, the Trademark Collateral does not include any “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051(d), or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051(c), with respect to such intent-to-use application, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

SECTION 7. Nature of Second Priority Lien. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to (1) the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent, pursuant to or in connection with the First Lien Loan Documents and (2) the liens and security

interests granted in favor of the Senior Secured Obligations Secured Parties (as defined in the ABL Intercreditor Agreement), including liens and security interests granted to the ABL Collateral Agent, pursuant to or in connection with the ABL Loan Documents, and (ii) the exercise of any rights or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement and/or the ABL Intercreditor Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

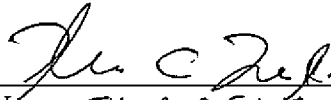
DISCOVERY PURCHASER CORPORATION,
as Grantor

By: Anthony Cardona

Name: Anthony Cardona

Title: President

BANK OF MONTREAL,
as the Collateral Agent

By: 
Name: THOMAS C FOX JR.
Title: DIRECTOR

Schedule I

United States Trademarks and Trademark Applications¹

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u> (App. No.)	<u>Reg. Date</u> (App. Date)	<u>Owner</u>	<u>Status</u>
ACCLAIM	United States	1322942	Mar. 05, 1985	Discovery Purchaser Corporation	Registered
AGENDA	United States	(97531173)	(Aug. 02, 2022)	Discovery Purchaser Corporation	Pending Intent to Use
ALEVIS	United States	(88852215)	(Mar. 30, 2020)	Discovery Purchaser Corporation	Pending Intent to Use
ALLECTUS	United States	3005106	Oct. 04, 2005	Discovery Purchaser Corporation	Registered
ALTUS	United States	5266656	Aug. 15, 2017	Discovery Purchaser Corporation	Registered
ARMADA	United States	3142924	Sep. 12, 2006	Discovery Purchaser Corporation	Registered
BANDIT	United States	3042597	Jan. 10, 2006	Discovery Purchaser Corporation	Registered
BANOL	United States	1330499	Apr. 16, 1985	Discovery Purchaser Corporation	Registered
BARRICOR	United States	6091506	Jun. 30, 2020	Discovery Purchaser Corporation	Registered
BROADFORM	United States	5661849	Jan. 22, 2019	Discovery Purchaser Corporation	Registered
BYEPEST	United States	(88882161)	(Apr. 22, 2020)	Discovery Purchaser Corporation	Pending Intent to Use
CELSIUS	United States	3857461	Oct. 05, 2010	Discovery Purchaser Corporation	Registered

¹ The intent-to-use trademark or service mark applications included on this schedule shall only be included upon the filing of, and the acceptance by the United States Patent and Trademark Office 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 of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application, as the case may be, under applicable federal law.

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Owner</u>	<u>Status</u>
CHIPCO	United States	731703	May 22, 1962	Discovery Purchaser Corporation	Registered
CIMARRON	United States	2696442	Mar. 11, 2003	Discovery Purchaser Corporation	Registered
COMPASS	United States	2632102	Oct. 08, 2002	Discovery Purchaser Corporation	Registered
CORETECT	United States	3473164	Jul. 22, 2008	Discovery Purchaser Corporation	Registered
COVEZE	United States	(88852558)	(Mar. 30, 2020)	Discovery Purchaser Corporation	Pending Intent to Use
CRITERION	United States	2981695	Aug. 02, 2005	Discovery Purchaser Corporation	Registered
DELTADUST	United States	1978901	Jun. 04, 1996	Discovery Purchaser Corporation	Registered
DELTAGARD	United States	2224684	Feb. 16, 1999	Discovery Purchaser Corporation	Registered
DENSICOR	United States	6167034	Oct. 06, 2020	Discovery Purchaser Corporation	Registered
DERIGO	United States	4852052	Nov. 10, 2015	Discovery Purchaser Corporation	Registered
DOMINO EFFECT	United States	2698514	Mar. 18, 2003	Discovery Purchaser Corporation	Registered
DRIONE	United States	755281	Aug. 27, 1963	Discovery Purchaser Corporation	Registered
EMOVA	United States	(88852790)	(Mar. 30, 2020)	Discovery Purchaser Corporation	Pending Intent to Use
ENVU	United States	(97417229)	(May 18, 2022)	Discovery Purchaser Corporation	Pending Intent to Use
ENVU and Design	United States	(97463844)	(Jun. 17, 2022)	Discovery Purchaser Corporation	Pending Intent to Use

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Owner</u>	<u>Status</u>
ESCORT	United States	1358808	Sep. 10, 1985	Discovery Purchaser Corporation	Registered
ESPLANADE	United States	4142962	May 15, 2012	Discovery Purchaser Corporation	Registered
EXTERIS	United States	5196021	May 02, 2017	Discovery Purchaser Corporation	Registered
FFAST	United States	3785625	May 04, 2010	Discovery Purchaser Corporation	Registered
FFAST (and device, Version 1)	United States	2970982	Jul. 19, 2005	Discovery Purchaser Corporation	Registered
FIATA	United States	4605979	Sep. 16, 2014	Discovery Purchaser Corporation	Registered
FLOREL	United States	5511261	Jul. 10, 2018	Discovery Purchaser Corporation	Registered
FORBID	United States	3209522	Feb. 13, 2007	Discovery Purchaser Corporation	Registered
HARMONIX	United States	(97531175)	(Aug. 02, 2022)	Discovery Purchaser Corporation	Pending Intent to Use
INDEMNIFY	United States	5110873	Dec. 27, 2016	Discovery Purchaser Corporation	Registered
INTERFACE	United States	3857676	Oct. 05, 2010	Discovery Purchaser Corporation	Registered
INVORA	United States	6075909	Jun. 09, 2020	Discovery Purchaser Corporation	Registered
KONTOS	United States	3883505	Nov. 30, 2010	Discovery Purchaser Corporation	Registered
LAMBIENT	United States	5261798	Aug. 08, 2017	Discovery Purchaser Corporation	Registered
MARENGO	United States	3692535	Oct. 06, 2009	Discovery Purchaser Corporation	Registered

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Owner</u>	<u>Status</u>
MAXFORCE	United States	1271470	Mar. 27, 1984	Discovery Purchaser Corporation	Registered
MAXFORCE IMPACT	United States	5481232	May 29, 2018	Discovery Purchaser Corporation	Registered
MERIT	United States	1418105	Nov. 25, 1986	Discovery Purchaser Corporation	Registered
METHOD	United States	3923660	Feb. 22, 2011	Discovery Purchaser Corporation	Registered
MIRAGE	United States	4637857	Nov. 11, 2014	Discovery Purchaser Corporation	Registered
OUST	United States	1200122	Jul. 06, 1982	Discovery Purchaser Corporation	Registered
PARTIX	United States	(88717428)	(Dec. 06, 2019)	Discovery Purchaser Corporation	Pending Intent to Use
PASTORA	United States	3684136	Sep. 15, 2009	Discovery Purchaser Corporation	Registered
PERMANONE	United States	1603357	Jun. 26, 1990	Discovery Purchaser Corporation	Registered
PLAINVIEW	United States	5963477	Jan. 14, 2020	Discovery Purchaser Corporation	Registered
POLYZONE	United States	4172797	Jul. 10, 2012	Discovery Purchaser Corporation	Registered
PREMISE	United States	1782376	Jul. 20, 1993	Discovery Purchaser Corporation	Registered
PROFIMA	United States	88852780	(Mar. 30, 2020)	Discovery Purchaser Corporation	Pending Intent to Use
PROGRASS	United States	1295537	Sep. 18, 1984	Discovery Purchaser Corporation	Registered
PROXY	United States	3178392	Nov. 28, 2006	Discovery Purchaser Corporation	Registered

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Owner</u>	<u>Status</u>
PYRENONE	United States	422355	Jul. 16, 1946	Discovery Purchaser Corporation	Registered
QUICKBAIT	United States	6827633	Aug. 23, 2022	Discovery Purchaser Corporation	Registered
RANGEVIEW	United States	(90006621)	Jun. 17, 2020	Discovery Purchaser Corporation	Pending Intent to Use
RANGEVIEW	United States	6472332	Aug. 31, 2021	Discovery Purchaser Corporation	Registered
RANGEVIEW	United States	6464885	Aug. 24, 2021	Discovery Purchaser Corporation	Registered
REJUVRA	United States	6190442	Nov. 03, 2020	Discovery Purchaser Corporation	Registered
REVOLVER	United States	2841076	May 11, 2004	Discovery Purchaser Corporation	Registered
REZILON	United States	6186440	Oct. 27, 2020	Discovery Purchaser Corporation	Registered
SAVATE	United States	5312102	Oct. 17, 2017	Discovery Purchaser Corporation	Registered
SCOURGE	United States	1276690	May 08, 1984	Discovery Purchaser Corporation	Registered
SENSAT	United States	5342541	Nov. 21, 2017	Discovery Purchaser Corporation	Registered
SPECTICLE	United States	3948371	Apr. 19, 2011	Discovery Purchaser Corporation	Registered
STABILENE	United States	758271	Oct. 15, 1963	Discovery Purchaser Corporation	Registered
STRESSGARD	United States	4649707	Dec. 02, 2014	Discovery Purchaser Corporation	Registered
SUSPEND	United States	1507757	Oct. 11, 1988	Discovery Purchaser Corporation	Registered

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Owner</u>	<u>Status</u>
TARTAN	United States	3146698	Sep. 19, 2006	Discovery Purchaser Corporation	Registered
TEGRION	United States	6414252	Jul. 13, 2021	Discovery Purchaser Corporation	Registered
TELAR	United States	1314254	Jan. 15, 1985	Discovery Purchaser Corporation	Registered
TEMPO	United States	1576003	Jan. 09, 1990	Discovery Purchaser Corporation	Registered
TEMPO	United States	1377845	Jan. 14, 1986	Discovery Purchaser Corporation	Registered
TEMPRID	United States	3648201	Jun. 30, 2009	Discovery Purchaser Corporation	Registered
TETRINO	United States	6609299	Jan. 04, 2022	Discovery Purchaser Corporation	Registered
TOPCHOICE	United States	2826924	Mar. 30, 2004	Discovery Purchaser Corporation	Registered
TRIBUTE	United States	4246369	Nov. 20, 2012	Discovery Purchaser Corporation	Registered
TRIGO	United States	5894372	Oct. 29, 2019	Discovery Purchaser Corporation	Registered
TRURANGE	United States	(90293624)	(Nov. 02, 2020)	Discovery Purchaser Corporation	Pending Intent to Use
TURFVIEW	United States	6550353	Nov. 09, 2021	Discovery Purchaser Corporation	Registered
VIAZ	United States	(97044420)	(Sep. 24, 2021)	Discovery Purchaser Corporation	Pending Intent to Use
VIDOMO	United States	(97044440)	(Sep. 24, 2021)	Discovery Purchaser Corporation	Pending Intent to Use
V-SYST	United States	(97044389)	(Sep. 24, 2021)	Discovery Purchaser Corporation	Pending Intent to Use

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Owner</u>	<u>Status</u>
VUSANI	United States	(88852319)	(Mar. 30, 2020)	Discovery Purchaser Corporation	Pending Intent to Use
ZENITH	United States	2883004	Sep. 07, 2004	Discovery Purchaser Corporation	Registered