

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (Trademark Security Agreement)

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAIC, LLC		05/17/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	2001 Clayton Road, Bldg B
Internal Address:	CA4-702-02-05
City:	Concord
State/Country:	CALIFORNIA
Postal Code:	94520
Entity Type:	National Banking Association: UNKNOWN

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	85166478	TRAINING TABLE
Serial Number:	85171150	TRASH PLANET
Serial Number:	85171146	TRASH PLANET
Serial Number:	85430205	UNIVERSAL LANGUAGE
Serial Number:	85241616	UNIVERSAL LANGUAGE
Serial Number:	85496625	TRAINING TABLE

CORRESPONDENCE DATA	
Fax Number:	2134306407
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	gdurham@omm.com
Correspondent Name:	Gina M. Durham, Esq.
Address Line 1:	400 S. Hope Street
Address Line 2:	O'Melveny & Myers LLP

CH \$165.00 85166478

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: (019,368-1216)

NAME OF SUBMITTER: Gina M. Durham

Signature: /Gina M. Durham/

Date: 05/29/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, is dated as of May 17, 2012 (this “**Agreement**”), by and between CAIC, LLC (“the **Grantor**”) and BANK OF AMERICA, N.A., as administrative agent for the Secured Parties (the “**Administrative Agent**”).

Reference is made to the Pledge and Security Agreement, dated as of September 30, 2010 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among CONSTELLATION HOLDINGS II, LLC (“**Holdings**”), the Creative Artists Agency, LLC (the “**Borrower**”), certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit and Guaranty Agreement, dated as of September 30, 2010 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the Subsidiary Guarantors, BANK OF AMERICA, N.A., as Administrative Agent and L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Grantor is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver, together with Borrower, this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree 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 Article I 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, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, 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 USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and (b) all goodwill connected with the use of and symbolized thereby, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor, as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

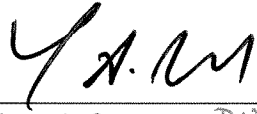
Representations and Warranties. The Grantor represents and warrants to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

[Signatures on following page]

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

CAIC, LLC
as Grantor,

By: 
Name: MICHAEL A. RUBEL
Title: GENERAL COUNSEL

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: Randy Hua

Title: Senior Vice President

Schedule I

Trademark Collateral

	OWNER	APPLICATION NO.	FILE DATE	TRADEMARK
1.	CAIC, LLC	85/166478	11/01/10	TRAINING TABLE
2.	CAIC, LLC	85/171150	11/08/10	TRASH PLANET
3.	CAIC, LLC	85/171146	11/08/10	TRASH PLANET (AND DESIGN)
4.	CAIC, LLC	85/430205	09/23/11	UNIVERSAL LANGUAGE
5.	CAIC, LLC	85/241616	02/14/11	UNIVERSAL LANGUAGE
6.	CAIC, LLC	85/496625	12/15/11	TRAINING TABLE