

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Talent Agency, Inc.		10/09/2013	CORPORATION: CALIFORNIA
Camden NY Venture, LLC		10/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	City National Bank, as Administrative Agent
Street Address:	400 North Roxbury Drive, 5th Floor
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4175494	UTA
Registration Number:	3245805	UNITED
Registration Number:	2695048	
Registration Number:	2695035	UTA
Registration Number:	3439155	UTA
Registration Number:	2695036	UNITED TALENT AGENCY

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-788-7059
Email: mdupont@loeb.com
Correspondent Name: Monique DuPont
Address Line 1: 10100 Santa Monica Blvd., Suite 2200

900269771

**TRADEMARK
 REEL: 005136 FRAME: 0312**

OP \$165.00 4175494

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:

Paul Sagan, Esq.

Signature:

/Paul Sagan, Esq./

Date:

10/23/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated as of October 9, 2013, among United Talent Agency, Inc., a California corporation (the “**Borrower**”), certain Subsidiaries of the Borrower from time to time party hereto and City National Bank, a national banking association (“**City National Bank**”), as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined below).

Reference is made to (i) the Pledge and Security Agreement dated as of October 9, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, and (ii) the Secured Parties’ agreements in respect of extensions of credit to the Borrower set forth in the Credit and Guaranty Agreement dated as of October 9, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Guarantors, City National Bank, as Administrative Agent and L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of the Subsidiaries party hereto is an affiliate of the Borrower and will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver 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, each Grantor, pursuant to and in accordance with the Security Agreement, hereby grants 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 (but expressly excluding therefrom any Excluded Asset) 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 may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names or other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications to register 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 (ii) all goodwill connected with the use of and symbolized thereby, together with any and all (A) rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (B) extensions and renewals thereof and amendments thereto, (C) income, fees, royalties, damages, claims and payments now

and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments resulting from past, present or future infringements thereof, (D) rights corresponding thereto throughout the world, and (E) rights to sue for past, present and future infringements thereof (all of the foregoing, collectively, **Trademarks**”), including, without limitation, those Trademarks set forth in Part A of Schedule I hereto;

(b) all Trademark Licenses, including, without limitation, those material exclusive Trademark Licenses granted to such Grantor set forth in Part B of Schedule I hereto; and

(c) all products and Proceeds of any and all of the foregoing;

provided, that notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in any intent-to-use trademark application prior to the filing with, and acceptance of, the USPTO of a “Statement of Use” or “Amendment to Allege Use” with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), 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 application or the resulting trademark registration under applicable United States Federal law.

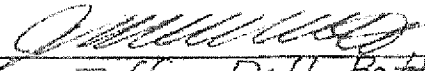
Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such 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 each Grantor 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 cooperate with any reasonable efforts made by a 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.

Section 4. 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. Each 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.


Section 5. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

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

**UNITED TALENT AGENCY, INC., as the
Borrower**

By: 
Name: Jeffrey Della-Bella
Title: CFO

CAMDEN NY VENTURE, LLC, as a Guarantor

By: 
Name: Jarrod Moses
Title: Manager

**CITY NATIONAL BANK, a national banking
association, as Administrative Agent**

By: _____
Name:
Title:

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

UNITED TALENT AGENCY, INC., as the
Borrower

By: _____
Name:
Title:

CAMDEN NY VENTURE, LLC, as a Guarantor

By: _____
Name:
Title:

CITY NATIONAL BANK, a national banking
association, as Administrative Agent

By: _____
Name: **Robert Lohmar**
Title: **Senior Vice President**

**Schedule I to
Trademark Security Agreement**

Trademark Collateral

Part A. Trademarks.

Trademark	Image	Jurisdiction	Registration Number	Registration Date	Owner
UTA		U.S. Federal	4175494	17-Jul-2012	United Talent Agency, Inc.
UNITED*	UNITED	U.S. Federal	3245805	29-May-2007	United Talent Agency, Inc.
Design Only*		U.S. Federal	2695048	11-Mar-2003	United Talent Agency, Inc.
UTA		U.S. Federal	2695035	11-Mar-2003	United Talent Agency, Inc.
UTA		U.S. Federal	3439155	03-Jun-2008	United Talent Agency, Inc.
UNITED TALENT AGENCY		U.S. Federal	2695036	11-Mar-2003	United Talent Agency, Inc.
UTA		Canada	TMA848,369	12-Apr-2013	United Talent Agency, Inc.
UNITED TALENT AGENCY		Canada	TMA848,368	12-Apr-2013	United Talent Agency, Inc.
UTA		Great Britain	2586557	07-Oct-2011	United Talent Agency, Inc.
UNITED TALENT AGENCY		Great Britain	2586558	07-Oct-2011	United Talent Agency, Inc.

Part B. Material Exclusive Trademark Licenses.

None

*Trademark to be abandoned.