

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INMOTION ENTERTAINMENT GROUP, LLC.		10/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	FIFTH STREET FINANCE CORPORATION
Street Address:	10 BANK STREET, 12TH FLOOR
City:	WHITE PLAINS
State/Country:	NEW YORK
Postal Code:	10606
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3773533	INMOTION ENTERTAINMENT
Registration Number:	3776619	INMOTION ENTERTAINMENT
Registration Number:	3674900	INMOTION ENTERTAINMENT
Registration Number:	3944178	SOUNDBALANCE
Registration Number:	3801663	HEADPHONE HUB
Registration Number:	3801664	HEADPHONE HUB
Registration Number:	3750430	PLAYZONE
Registration Number:	3712933	PLAYPOINT
Registration Number:	1957588	ALTITUNES

**CORRESPONDENCE DATA**

Fax Number: 7145469035  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 714-641-5100

CH \$240.00 3773533

Email: fsanders@rutan.com  
Correspondent Name: Rutan & Tucker, LLP  
Address Line 1: 611 Anton Blvd., Suite 1400  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969-0136
NAME OF SUBMITTER:	Hani Z. Sayed
Signature:	/HANI Z. SAYED/
Date:	11/27/2013

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Agreement") is dated as of October 1, 2013, among INMOTION ENTERTAINMENT GROUP, LLC, a Delaware limited liability company (the "Grantor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below)(together with its successors and assigns, "Administrative Agent").

WHEREAS, the Grantor is the owner of the Trademarks listed on Schedule A hereto;

WHEREAS, the Grantor, InMotion Entertainment Personnel Leasing, Corp., a Delaware corporation, InMotion Entertainment Holdings, LLC, a Delaware limited liability company, Administrative Agent, and certain other Lenders are party to that certain Credit Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Grantor under the Credit Agreement that the Grantor execute and deliver to Administrative Agent this Trademark Agreement;

WHEREAS, the Grantor has granted to Secured Parties (as defined below) a security interest in certain of the Grantor's personal property and fixture assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement or the other Loan Documents. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

*Proceeds.* Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

*PTO.* The United States Patent and Trademark Office.

*Secured Parties.* Collectively, the Lenders and the Administrative Agent.

*Security Agreement.* That certain Security Agreement executed by the Grantor and certain other debtor parties for the benefit of Secured Parties dated as of the date hereof, as the same may be hereafter amended, restated, amended and restated, supplemented, extended, substituted and/or otherwise modified from time to time.

*Trademark Agreement.* This Trademark Security Agreement, as amended and in effect from time to time.

*Trademark Collateral.* All of the Grantor's right, title and interest in and to all of the Trademarks, the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding the foregoing or anything to the contrary provided in this Trademark Agreement, "Trademark Collateral" shall not include, and Grantor shall not be deemed to have granted a security interest in the following: (1) any rights or interests in any lease, license, contract, purchase money arrangement or agreement, as such or the assets subject thereto if under the terms of such lease, license, contract, purchase money arrangement or agreement, or applicable law with respect thereto, (1) the valid grant of a Lien therein or in such assets to Administrative Agent is prohibited and such prohibition has not been or is not waived, (2) would create a right of termination in favor of the other party other than any Grantor, which right has not been waived, or (3) the consent of the other party to such lease, license, contract, purchase money arrangement or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, however, the foregoing exclusions shall in no way be construed (A) to apply if any such prohibition would be rendered ineffective under the Code (including Sections 9-406, 9-407 and 9-408 thereof) or other applicable law (including the United States bankruptcy code) or principles of equity, (B) so as to limit, impair or otherwise affect Administrative Agent's unconditional continuing Liens upon any rights or interests of any Grantor in or to the Proceeds thereof (including proceeds from the sale, license, lease or other disposition thereof), including monies due or to become due under any such lease, license, contract, purchase money arrangement or agreement (including any Accounts or other Receivables Collateral), or (C) to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Trademark Collateral" shall include any portion of such lease, license, contract, purchase money arrangement, agreement or assets subject thereto that does not result in such prohibition; or (2) any intent to use application for a Trademark if such application (or any registration issuing therefrom) would be deemed invalid, unenforceable, void, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as a Statement of Use or Amendment to Allege Use, as applicable, has been filed and accepted with the United States Patent and Trademark Office and the grant of such Lien will not affect the validity or enforceability of such Trademark application (or any registration issuing therefrom).

**Trademark License Rights.** Any and all past, present or future rights and interests of the Grantor, but specifically excluding any obligations of the Grantor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Grantor, or to which the Grantor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of the Grantor or the Secured Parties to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

**Trademark Rights.** Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following:

(a) all such rights arising out of or associated with the Trademarks, including, but not limited to, the Trademarks listed on Schedule A hereto and all rights, including license rights, to the Trademarks set forth on Schedule A (as the same may be amended pursuant hereto from time to time);

(b) the right (but not the obligation) to register claims under any federal, state or foreign Trademark law or regulation;

(c) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Grantor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and

(d) the Trademark License Rights.

**2. Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Grantor hereby grants to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE GRANTOR IS A PARTY RELATING TO THE TRADEMARKS.

**3. Acknowledgement of Security Agreement.** This Trademark Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which

(including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


4. **Termination.** On the Termination Date, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Grantor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Credit Agreement.

*Signature Page to Follow*

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

“Grantor”

INMOTION ENTERTAINMENT GROUP, LLC,  
a Delaware limited liability company

By:   
Name: P/ Jeremy Smith, Jr.  
Title: President and Chief Executive Officer

“Administrative Agent”

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By: \_\_\_\_\_  
Ivelin M. Dimitrov  
Chief Investment Officer

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

"Grantor"

INMOTION ENTERTAINMENT GROUP, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

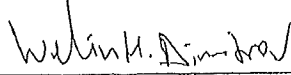
Name: P. Jeremy Smith, Jr.

Title: President and Chief Executive Officer

"Administrative Agent"

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By: 



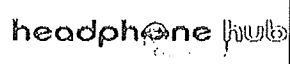
Evelyn M. Dimitrov  
Chief Investment Officer

Signature Page to  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 005162 FRAME: 0549**



SCHEDULE A

Registered Owner	Title	Jurisdiction	Status	Registration Date	Registration Number
INMOTION ENTERTAINMENT GROUP, LLC	INMOTION ENTERTAINMENT	USPTO	Active	04/06/2010	3,773,533
INMOTION ENTERTAINMENT GROUP, LLC		USPTO	Active	4/20/2010	3,776,619
INMOTION ENTERTAINMENT GROUP, LLC		USPTO	Active	09/01/2009	3,674,900
INMOTION ENTERTAINMENT GROUP, LLC	SOUNDBALANCE	USPTO	Active	04/12/2011	3,944,178
INMOTION ENTERTAINMENT GROUP, LLC	HEADPHONE HUB	USPTO	Active	06/15/2010	3,801,663
INMOTION ENTERTAINMENT GROUP, LLC		USPTO	Active	06/15/2010	3,801,664
INMOTION ENTERTAINMENT GROUP, LLC	PLAYZONE	USPTO	Active	02/16/2010	3,750,430
INMOTION ENTERTAINMENT GROUP, LLC	PLAYPOINT	USPTO	Active	11/17/2009	3,712,933
INMOTION ENTERTAINMENT GROUP, LLC	ALTITUNES	USPTO	Active	05/02/2006	1,957,588