

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Supplement No. 2 To Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	CREATIVE ARTISTS AGENCY, LLC		12/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
	CAIC, LLC		12/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
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: UNITED STATES			
PROPERTY NUMBERS Total: 4				
	Property Type	Number	Word Mark	
	Serial Number:	85171150	TRASH PLANET	
	Serial Number:	85171146	TRASH PLANET	
	Serial Number:	85430205	UNIVERSAL LANGUAGE	
	Serial Number:	85241616	UNIVERSAL LANGUAGE	
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>				
Phone:	(213) 430-8308			
Email:	sgordon@omm.com			
Correspondent Name:	Shari L. Gordon			
Address Line 1:	400 S. Hope Street			
Address Line 2:	18th floor			

Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER: 019,368-1216

NAME OF SUBMITTER: Shari L. Gordon

Signature: /Shari L. Gordon/

Date: 12/20/2013

Total Attachments: 4
source=CAA Trademark Security Agreement #page1.tif
source=CAA Trademark Security Agreement #page2.tif
source=CAA Trademark Security Agreement #page3.tif
source=CAA Trademark Security Agreement #page4.tif

SUPPLEMENT NO. 2
TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT No.2 dated as of December 19, 2013 (this "Supplement") is delivered to supplement the TRADEMARK SECURITY AGREEMENT dated as of September 30, 2010 (the "Trademark Security Agreement"), between CREATIVE ARTISTS AGENCY, LLC and CAIC, LLC (the "Grantor"), on the one hand, and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (the "Administrative Agent"), on the other hand. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement.

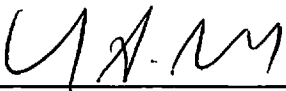
Grantor hereby grants to the Administrative Agent, its successor and assigns, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral listed on Schedule A attached hereto. All such Trademark Collateral shall be deemed to be part of the Trademark Collateral described in the Trademark Security Agreement and shall be hereafter subject to each of the terms and conditions of the Trademark Security Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof. As used in the Trademark Security Agreement, the terms "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Supplement No.1 to be duly executed and delivered by its duly authorized officer as of the date first written above.

CAIC, LLC
as Grantor,

By 
Name: Michael Rubel
Title: General Counsel

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____
Name:
Title:

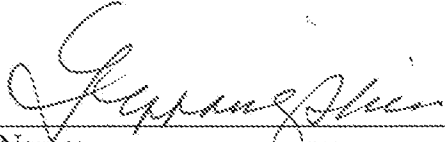
IN WITNESS WHEREOF, Grantor has caused this Supplement No. 2 to be duly executed and delivered by its duly authorized officer as of the date first written above.

CAIC, LLC
as Grantor,

By _____
Name:
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Administrative Agent

By: 
Name: Tiffany Stein
Title: Assistant Vice President

[Signature Page to Supplement No. 2 to Trademark Security Agreement]

SCHEDULE A

Trademark Collateral

Grantor	Trademark Application	Date Filed	Publication No. and Jurisdiction
CAIC, LLC	TRASH PLANET	11/8/2010	App. No. 85/171150
CAIC, LLC	TRASH PLANET (AND DESIGN)	11/8/2010	App. No. 85/171146
CAIC, LLC	UNIVERSAL LANGUAGE	09/23/2011	App. No. 85/430205
CAIC, LLC	UNIVERSAL LANGUAGE	02/14/2011	App. No. 85/241616

OMM_US:71999668.2