

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Interest (Second Lien)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMG		02/27/2014	PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	Eleven Madison Avenue		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2024896	SMG	
Registration Number:	3032026	SMG	
Registration Number:	3372097	SAVOR . . .	
Registration Number:	3424671	K'NEKT	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28302.60700		

CH \$115.00 2024896

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**TRADEMARK
 REEL: 005226 FRAME: 0728**

NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	02/27/2014
Total Attachments: 6 source=SMG - Second Lien IP Security Agreement#page1.tif source=SMG - Second Lien IP Security Agreement#page2.tif source=SMG - Second Lien IP Security Agreement#page3.tif source=SMG - Second Lien IP Security Agreement#page4.tif source=SMG - Second Lien IP Security Agreement#page5.tif source=SMG - Second Lien IP Security Agreement#page6.tif	

**SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 27, 2014, by each of the entities listed on the signature pages hereof (or by such entities that becomes a party hereto pursuant to Section 7.14 of the Second Lien Pledge and Security Agreement referred to below, each a “Grantor” and, collectively, the “Grantors”), in favor of Credit Suisse AG (“CS AG”), as agent for the Secured Parties (as defined in the Second Lien Pledge and Security Agreement referred to below) (in such capacity, the “Second Lien Agent”).

RECITALS:

A. Pursuant to the Second Lien Credit Agreement dated as of February 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among SMG Holdings, Inc., a Delaware corporation (“Parent”), SMG Holdings I, LLC, a Delaware limited liability company (“Holdings I”), SMG Holdings II, LLC, a Delaware limited liability company (“Holdings II”), SMG, a Pennsylvania general partnership (the “Borrower”), the Lenders party thereto, the Issuing Lenders, Credit Suisse Securities (USA) LLC, as a joint lead arranger, Morgan Stanley Senior Funding, Inc., as a joint lead arranger and CS AG, as administrative agent and collateral agent for the Lenders, the Lenders have agreed, subject to the terms and conditions set forth in the Credit Agreement, to extend credit to the Borrower; and

B. Each Grantor is party to that certain Second Lien Pledge and Security Agreement dated as of February 27, 2014 (the “Second Lien Pledge and Security Agreement”) in favor of the Second Lien Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Agent to enter into the Credit Agreement and to induce the Lenders to make the Loans thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Second Lien Pledge and Security Agreement shall have the meaning given to them in the Credit Agreement or the Second Lien Pledge and Security Agreement, as the case may be.

**SECTION 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
COLLATERAL**

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and

interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the “ Intellectual Property Collateral”):

- (a) all of its Copyrights and Copyright Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, renewals, continuations or extensions of the foregoing;
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License.

and

(d) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(e) all reissues, re-examinations, continuations, continuations-in-party, divisions or extensions of the foregoing;

(f) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Patent or Patent licensed under any Patent License.

and

all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(g) all reissues, renewals, continuations or extensions of the foregoing;

(h) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(i) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Second Lien Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms,

provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. GOVERNING LAW

4.1 THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. INTERCREDITOR AGREEMENT

5.1 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interests granted to the Second Lien Agent, for the benefit of the Secured Parties, pursuant to this Agreement, and the exercise of any right or remedy by the Second Lien Agent and the other Secured Parties hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the provisions of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

* * *

[Signatures Pages Follow]


IN WITNESS WHEREOF, each Grantor has caused this Second Lien Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

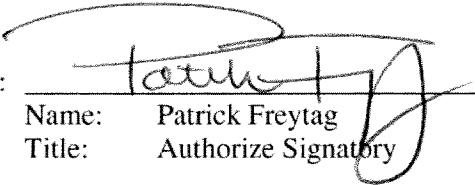
SMG
as Grantor

By: 
Name: John F. Burns
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first written above:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Second Lien Agent

By: 
Name: Robert Hetu
Title: Authorize Signatory

By: 
Name: Patrick Freytag
Title: Authorize Signatory

**SCHEDULE I
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

Owner	Trademark	Application Number	Registration Number
SMG	SMG	74635836	2024896
SMG	SMG Design	78505448	3032026
SMG	SAVOR...	77179248	3372097
SMG	K'NEKT	78927293	3424671