

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302950

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shout! Factory, LLC		04/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Global Rights Fund II, L.P.		
<b>Street Address:</b>	C/O Beringea LLC		
<b>Internal Address:</b>	32330 W. 12 Mile Road		
<b>City:</b>	Farmington Hills		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48334		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: BERMUDA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3406570	SHOUT FACTORY	
<b>Registration Number:</b>	3370923	SHOUT! FACTORY	
<b>Registration Number:</b>	3395663	SHOUT! FACTORY	
<b>Registration Number:</b>	4490775	SHOUT! FACTORY KIDS	
<b>Registration Number:</b>	4475352	SHOUT! FACTORY KIDS	
<b>Registration Number:</b>	4475374	SCREAM FACTORY	
<b>Registration Number:</b>	4475291	SCREAM FACTORY	
<b>Registration Number:</b>	4280827	SCREAM FACTORY	
<b>Registration Number:</b>	4474849	SHOUT BROADWAY	
<b>Registration Number:</b>	4320473	POLITICAL TIME MACHINE	
<b>Registration Number:</b>	4320472	HOLIDAY TIME MACHINE	
<b>Registration Number:</b>	4320422	VIDEO TIME MACHINE	
<b>Registration Number:</b>	4256342	TIMELESS MEDIA GROUP	
<b>Serial Number:</b>	77204547	LEGENDARY ALBUMS LIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4246450794		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>TRADEMARK</b>			

CH \$365.00 3406570

**Phone:** 4242147014  
**Email:** mmortimer@sycr.com  
**Correspondent Name:** David E. Lafitte, Stradling Yocca et al.  
**Address Line 1:** 800 Anacapa Street, Suite A  
**Address Line 4:** Santa Barbara, CALIFORNIA 93101

**ATTORNEY DOCKET NUMBER:** 103061-0000

**NAME OF SUBMITTER:** David E. Lafitte

**SIGNATURE:** /David E. Lafitte/

**DATE SIGNED:** 04/29/2014

**Total Attachments: 7**

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## GRANT OF SECURITY INTEREST AND RIGHTS IN TRADEMARKS

This **GRANT OF SECURITY INTEREST AND RIGHTS IN TRADEMARKS** dated as of April 11, 2014 ("**Trademark Agreement**"), is entered into by and between Shout! Factory, LLC, a Delaware limited liability company (the "**Assignor**"),<sup>1</sup> and Global Rights Fund II, L.P., a Bermuda limited partnership (the "**Assignee**").

### RECITALS:

(1) This Trademark Agreement is made pursuant to that certain Security Agreement, dated as of April 11, 2014 (the "**Security Agreement**"), between the Assignor and the Assignee.

(2) The Assignor has granted to the Assignee under the Security Agreement a continuing security interest in, assignment of and lien on all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Assignee as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the obligations set forth in the Security Agreement, the Note and the other Transaction Documents, the Assignor hereby assigns, transfers, conveys and grants to the Assignee a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor, whether acquired in the United States or elsewhere in the world and whether registered in the name of the Assignor or otherwise) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office listed on Schedule A to this Trademark Agreement;

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<sup>1</sup> For purposes of this Trademark Agreement, references to the "Assignor" shall include any and all direct and indirect Subsidiaries (as defined in the Security Agreement, as defined herein) of the Assignor, whether now known or acquired in the future, including but not limited to Blaze Television, LLC.

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office listed on Schedule A to this Trademark Agreement;

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States and that are listed on Schedule A to this Trademark Agreement;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof and that are listed on Schedule A to this Trademark Agreement;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured Assignor; and all accounting information pertaining to operations in, on or about Assignor's operations and all media in which or on which all of the information or knowledge or data or records relating to Assignor's operations may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Assignee shall keep all such information, knowledge, records or data strictly confidential;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code) of the Assignor representing the foregoing;

(xi) any and all goodwill associated with the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Trademark Agreement has been entered into by the Assignor and the Assignee primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of the Security Agreement shall govern.

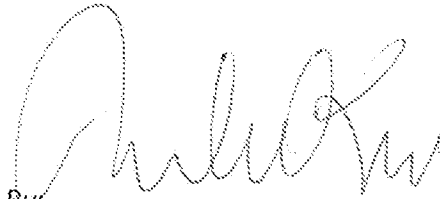
[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNOR

SHOUT! FACTORY, LLC



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

Name:

Title:

Accepted and acknowledged by:

ASSIGNEE:

GLOBAL RIGHTS FUND II, L.P.

By: ProVen Private Equity (Bermuda) Ltd.,  
a Bermuda corporation, its general  
partner

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

Name:

Title:

**[SIGNATURE PAGE TO TRADEMARK AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**ASSIGNOR**

SHOUT! FACTORY, LLC

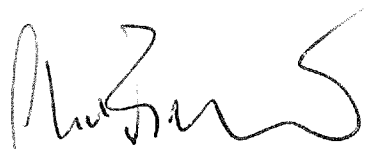
By: \_\_\_\_\_  
Name:  
Title:

Accepted and acknowledged by:

**ASSIGNEE:**

GLOBAL RIGHTS FUND II, L.P.

By: ProVen Private Equity (Bermuda) Ltd.,  
a Bermuda corporation, its general  
partner

By:  \_\_\_\_\_  
Name: Charles Rothstein  
Title: As the lawful attorney for  
ProVen Private Equity (Bermuda) Ltd.

Schedule A to Trademark Agreement

[Attached]



Trademarks

A	B	C	D	E
No.	Trademarks	Country	Serial No.	Registration No.
1	SHOUT FACTORY	US	78503737	3406570
2	SHOUT! FACTORY	US	78975631	3370923
3	SHOUT! FACTORY	US	78220402	3395663
4	Shout! Factory Kids	US	86000555	4490775
5	Shout! Factory Kids	US	86022516	4475352
6	Scream Factory	US	86027243	4475374
7	Scream Factory	US	86000708	4475291
8	SCREAM FACTORY	US	85605915	4280827
9	SHOUT BROADWAY	US	85961611	4474849
10	POLITICAL TIME MACHINE	US	85696492	4320473
11	HOLIDAY TIME MACHINE	US	85696442	4320472
12	VIDEO TIME MACHINE	US	85695082	4320422
13	LEGENDARY ALBUMS LIVE	US	77204547	Dead
14	TIMELESS MEDIA GROUP	US	85466567	4256342

TRADEMARK

REEL: 005270 FRAME: 0200

RECORDED: 04/29/2014