

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mob Scene, LLC		08/01/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Banyan Mezzanine Fund II, L.P.		
Street Address:	1111 Brickell Avenue		
Internal Address:	Suite 1300		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85492091	MOB SCENE CREATIVE + PRODUCTIONS	
CORRESPONDENCE DATA			
Fax Number:	3052512181		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(305) 375-6152		
Email:	swells@bilzin.com		
Correspondent Name:	Stacia Wells, Esq.		
Address Line 1:	1450 Brickell Avenue, Suite 2300		
Address Line 2:	Bilzin Sumberg et al.		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	MATTER 44822		
NAME OF SUBMITTER:	Stacia A. Wells		
SIGNATURE:	/s/		
DATE SIGNED:	08/04/2014		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST

This GRANT OF SECURITY INTEREST ("Agreement"), effective as of August 1, 2014 is made by **MOB SCENE, LLC**, a California limited liability company (herein referred to as "**Grantor**"), in favor of **BANYAN MEZZANINE FUND II, L.P.**, a Delaware limited partnership, as collateral agent (the "**Collateral Agent**") for the lenders ("**Lender**") party to that Loan Agreement, dated July 31, 2014 (as amended, modified or supplemented from time to time in accordance with its terms, the "**Loan Agreement**") among Grantor, as successor to MS Merger Sub, LLC, Collateral Agent, Lender and other persons from time to time party thereto and that certain Intellectual Property Security Agreement, dated August 1, 2014 (the "**Security Agreement**" and together with the Loan Agreement, the "**Agreements**") among Grantor, Collateral Agent, Lender and other persons from time to time party thereto.

WHEREAS, in connection with the Security Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of Lender, a security interest in, a lien on and pledge and collateral assignment of all of Borrowers right, title and interest in, to and under the IP Collateral (as such term is defined in the Security Agreement) to secure the payment and performance when due of the Obligations (as such term is defined in the Security Agreement);

WHEREAS, in connection with the Security Agreement, Grantor is required to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

A. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Security Agreement.

B. Security Interest Grant. Grantor hereby grants to Collateral Agent, for the ratable benefit of Lender, a security interest in, a lien on and pledge and collateral assignment of all of Borrower's right, title and interest in, to and under the IP Collateral, including the Trademarks and Patents listed on the annexed Schedule I-A.

C. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and United States Copyright Office. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Collateral Agent. The security interest granted hereby has been granted 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 Lenders thereunder) shall remain in full force and effect in accordance with their terms.

D. Further Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to security interest in the IP Collateral granted herein 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 terms of the Security

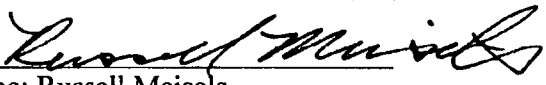
Agreement, the terms of the Security Agreement shall govern.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

F. Governing Law. This Agreement will be construed and enforced under the laws of the State of Delaware without respect to the principles of the choice of law or the conflicts of laws.

[Signature Page Follows]

MOB SCENE, LLC,
a California limited liability company

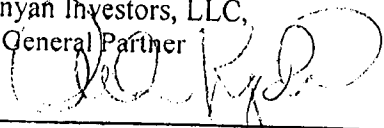
By: 
Name: Russell Meisels
Title: Chief Financial Officer

[Signature Page to IP Security Agreement - Exhibit I - Grant of Assignment]

AGREED TO AND ACCEPTED:


BANYAN MEZZANINE FUND II, L.P.,
as Collateral Agent for the Lender

By: Banyan Investors, LLC,
its General Partner

By: 
Adam Kaplan, Authorized Representative

[Signature Page to IP Security Agreement - Exhibit I - Grant of Assignment]

SCHEDULE I-A

Trademarks	Jurisdiction	Status	Serial No./Reg. No.	Reg. Date
	USA	Active	85492091/4189843	August 14, 2012

MIAMI 4243250.4 81112/44822

Schedule C

RECORDED: 08/04/2014

**TRADEMARK
REEL: 005335 FRAME: 0853**