

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Agency Group Limited		10/07/2014	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	400 N. Roxbury Drive		
Internal Address:	5th Floor		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2954772	THE AGENCY GROUP LTD	
Registration Number:	4453392	THE AGENCY GROUP LTD	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	331973		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	10/09/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated as of October 7, 2014, between The Agency Group Limited, a company organized under the laws of England and Wales (the “**Grantor**”) and City National Bank, a national banking association (the “**Secured Party**”).

Reference is made to (i) the Credit and Guaranty Agreement dated as of October 7, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among The Agency (Holdings) Ltd. (“**Agency Group Holdings**”), The Agency Group U.S.A. Ltd. (“**Agency Group NY**” together with Agency Group Holdings each a “**Borrower**” and collectively “**Borrowers**”), certain Subsidiaries of Borrowers and City National Bank and (ii) the Pledge and Security Agreement dated as of October 7, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrowers, Grantor, certain other Subsidiaries of the Borrowers from time to time party thereto and Secured Party. Each of the Subsidiaries party hereto is an affiliate of the Borrowers and will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce Secured Party to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1.01. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 1.02. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to and in accordance with the Security Agreement, hereby grants to Secured Party, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties (but expressly excluding therefrom any Excluded Asset) now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names or other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications to register in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by Grantor; and (ii) all goodwill connected with the use of and symbolized thereby, together with any and all (A) rights and privileges arising under applicable law with respect to Grantor’s use of any trademarks, (B) extensions and renewals thereof and amendments thereto, (C) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments resulting from past, present or future infringements thereof, (D) rights

corresponding thereto throughout the world, and (E) rights to sue for past, present and future infringements thereof (all of the foregoing, collectively, **Trademarks**”), including, without limitation, those Trademarks set forth in Part A of Schedule I hereto;

(b) all Trademark Licenses, including, without limitation, those material exclusive Trademark Licenses granted to Grantor set forth in Part B of Schedule I hereto; and

(c) all products and Proceeds of any and all of the foregoing;

provided, that notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in any intent-to-use trademark application prior to the filing with, and acceptance of, the USPTO of a “Statement of Use” or “Amendment to Allege Use” with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or the resulting trademark registration under applicable United States Federal law.

SECTION 1.03. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of Grantor’s obligations thereunder. Secured Party shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to Grantor an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, Secured Party shall cooperate with any reasonable efforts made by Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 1.04. Supplement to the Security Agreement. The security interests granted to Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Trademark Collateral 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 1.05. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE AGENCY GROUP LIMITED

By: 
Name: GAVIN O'BRIEN
Title: DIRECTOR

CITY NATIONAL BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE AGENCY GROUP LIMITED

By: _____
Name:
Title:

CITY NATIONAL BANK

By:  _____
Name:
Title:

MARIE DEMIRDJIAN
Senior Vice President
Entertainment Division

**Schedule I to
Trademark Security Agreement**

Part A. Trademarks.

Country	Grantor	Application No./Application Date	Registration No./Registration Date	Trademark
United States	The Agency Group Limited	78/286888	2954772	THE AGENCY GROUP [logo]
United States	The Agency Group Limited	85748389	4453392	THE AGENCY GROUP LTD [words]

Part B. Material Exclusive Trademark Licenses.

Country	Licensor	Licensee	Application No./Application Date	Registration No./Registration Date	Trademark
None					