

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trailer Park, Inc.		10/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3907397	TRAILER PARK	
Registration Number:	4216602	ARTMACHINE	
Registration Number:	4216603	GOODNESS MFG.	
Registration Number:	4380252	SYNCHRONIC	
Registration Number:	3841179	TRAILER PARK STUDIOS	
Registration Number:	4260002	TRAILER PARK PUBLISHING	
Registration Number:	4199595	TRAILER PARK OPTIMIZER	
Registration Number:	4248368	1 ORIGINAL ASSETS 2 TRAILER PARK OPTIMIZ	
Registration Number:	4199596	TPO	
Registration Number:	4220219	EMS ENHANCED MOVIE SYSTEM	
Registration Number:	3942775	MOBILE-BLU	
Registration Number:	4004378	MB MOBILE-BLU	
Registration Number:	3988614	SCENEPEDIA	
Registration Number:	3984285	SCENEPEDIA	
Serial Number:	86074459	FANTHROPOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<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:	2026638000		
TRADEMARK			

CH \$390.00 3907397

Email: dctm@pillsburylaw.com
Correspondent Name: Patrick J. Jennings
Address Line 1: 2300 N Street, N.W.
Address Line 4: Washington, D.C. 20037

ATTORNEY DOCKET NUMBER: 042802-0000174

NAME OF SUBMITTER: Patrick J. Jennings

SIGNATURE: /Pat Jennings/

DATE SIGNED: 10/20/2014

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 9, 2014 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the US Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain US Pledge and Security Agreement, dated as of September 5, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**US Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the US Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the US Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (but excluding any *intent-to-use* trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

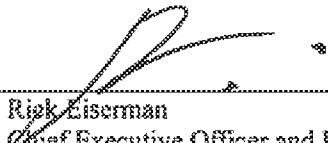
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the US Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the US Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the US Pledge and Security Agreement or the Credit Agreement, the provisions of the US Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


TRAILER PARK INC.,
as a Grantor

By: 
Name: Rick Eiserman
Title: Chief Executive Officer and President

{Intellectual Property Security Agreement (Trademarks)}

TRADEMARK
REEL: 005383 FRAME: 0812

BNP PARIBAS, as Collateral Agent

By: 
Name: Yung-Wu
Title: Vice President

By: 
Name: Yumiko Licznarski
Title: ~~Vice President~~
Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Owner</u>	<u>App. No. Filing Date</u>	<u>Reg. No. Reg. Date</u>	<u>Status</u>
Trailer Park (Text & Design)	Trailer Park Inc.	5-27-2010	1-18-2011	Live
Artmachine (Text & Design)	Trailer Park Inc.	9-28-2011	10-2-2012	Live
Goodness Mfg. (Text & Design)	Trailer Park Inc.	9-8-2011	10-2-2012	Live
Synchronic (Text & Design)	Trailer Park Inc.	6-1-2010	8-6-2013	Live
Trailer Park Studios (Text & Design)	Trailer Park Inc.	1-29-2010	8-31-2010	
Trailer Park Publishing	Trailer Park Inc.	5-26-2011	12-18-2012	Live
Trailer Park Optimizer - Text	Trailer Park Inc.	5-18-2011	8-28-2012	Live
Trailer Park Optimizer – Service Mark	Trailer Park Inc.	4-15-2012	11-27-2012	Live
TPO	Trailer Park Inc.	5-18-2011	8-28-2012	Live
ems enhanced movie system	Trailer Park Inc.	3-21-2011	10-9-2012	Live
Mobile-Blu - Text	Trailer Park Inc.	1-29-2010	4-12-2011	Live
Mobile-Blu – Design	Trailer Park Inc.	1-29-2010	8-2-2011	Live
ScenePedia - Text	Trailer Park Inc.	7-27-2010	7-5-2011	Live
ScenePedia – Design	Trailer Park Inc.	7-27-2010	6-28-2011	Live
Fanthropology	Trailer Park Inc.	9-25-2010	First use allowed	Pending final examiners review