

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325723

<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>
The Second City, Inc.		12/03/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Lender and Secured Party: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86342639	SECOND CITY	
<b>Registration Number:</b>	4189812	SECOND CITY	
<b>Registration Number:</b>	1413702	SECOND CITY	
<b>Registration Number:</b>	4137045	UP COMEDY CLUB	
<b>Registration Number:</b>	3952562	REALBIZ	
<b>Registration Number:</b>	3681456	SECOND CITY TELEVISION NETWORK	
<b>Registration Number:</b>	3520614	SECOND CITY TELEVISION NETWORK	
<b>Registration Number:</b>	3207315	SCTV	
<b>Registration Number:</b>	3562453	SCTV	
<b>Registration Number:</b>	1472660	THE SECOND CITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124607000		
<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>			
<b>Phone:</b>	3124605000		
<b>Email:</b>	pmuffo@seyfarth.com		
<b>Correspondent Name:</b>	Patrick T. Muffo		
<b>Address Line 1:</b>	131 S. Dearborn st. suite 2400		
<b>Address Line 2:</b>	Seyfarth Shaw LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		

CH \$265.00 86342639

<b>ATTORNEY DOCKET NUMBER:</b>	014041-000099
<b>NAME OF SUBMITTER:</b>	Patrick T. muffo
<b>SIGNATURE:</b>	/Patrick T. Muffo/
<b>DATE SIGNED:</b>	12/10/2014

**Total Attachments: 10**

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 3, 2014, is by THE SECOND CITY, INC. an Illinois corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Lender").

**RECITALS**

A. The Grantor and certain of its affiliates have entered into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Lender, pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. The Grantor and certain of its affiliates have entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Security Agreement") with the Lender pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Lender.

D. Pursuant to the terms of the Pledge and Security Agreement, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Pledge and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any

trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

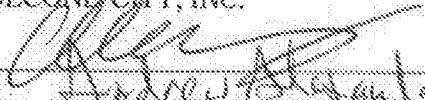
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

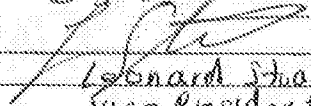
This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Pledge and Security Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE SECOND CITY, INC.

By:   
Name: Andrew Lapp  
Title: CEO

By:   
Name: Leonard Short  
Title: Vice President

Acknowledged:

JPMORGAN CHASE BANK, N.A.  
as Lender

By: \_\_\_\_\_  
Andrew Lapp  
Senior Vice President

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE SECOND CITY, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged:

JPMORGAN CHASE BANK, N.A.  
as Lender

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

  
Andrew Lapp  
Senior Vice President

Signature Page to Patent and Trademark Security Agreement

**TRADEMARK**  
**REEL: 005417 FRAME: 0074**

SCHEDULE I  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

The Second City, Inc.  
Trademarks

Trademark	Country	Status	App. No. or Reg. No.	Filing Date or Reg. Date
SECOND CITY	United Kingdom	Pending	Awaiting Same	21-Jul-2014
SECOND CITY	Japan	Pending	2014-061598	23-Jul-2014
SECOND CITY	USA	Pending	86342639	21-Jul-2014
SECOND CITY	USA	Registered	4189812	14-Aug-2012
SECOND CITY	United Kingdom	Registered	UK00001304184	21-Jun-1991
SECOND CITY	Canada	Registered	TMA246735	20-Jun-1980
SECOND CITY	USA	Registered	1413702	14-Oct-1986
UP COMEDY CLUB DESIGN	USA	Registered	4137045	01-May-2012
UP COMEDY CLUB DESIGN	Canada	Registered	TMA848265	11-Apr-2013
REALBIZ	USA	Registered	3952562	26-Apr-2011
SECOND CITY TELEVISION NETWORK	Canada	Registered	TMA712853	25-Apr-2008
SECOND CITY TELEVISION NETWORK	USA	Registered	3681456	08-Sep-2009
SECOND CITY TELEVISION NETWORK	USA	Registered	3520814	21-Oct-2008
SCTV	Canada	Registered	TMA694177	16-Aug-2007
SCTV	USA	Registered	3207315	13-Feb-2007
SCTV	USA	Registered	3562453	13-Jan-2009
SCTV	Canada	Registered	TMA280691	23-Jun-1983
THE SECOND CITY (Stylized)	USA	Registered	1472660	12-Jan-1988
GREAT WHITE NORTH	Canada	Registered	TMA275263	31-Dec-1982
SECOND CITY COMMUNICATIONS	Canada	Registered	TMA549731	13-Aug-2001
SECOND CITY COMMUNICATIONS	Canada	Registered	TMA560662	24-Apr-2002
THE SECOND CITY (Stylized)	Canada	Registered	TMA539562	12-Jan-2001



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.