

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351263

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cast & Crew Payroll, LLC		08/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	c/o RBC Agency Services Group, 20 King Street West, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86589897	CAST & CREW LIFE SERVICES	
<b>Serial Number:</b>	86589936	CAST & CREW LIFE SERVICES	
<b>Serial Number:</b>	86589957	CAST & CREW LIFE SERVICES	
<b>Serial Number:</b>	86590047	CAST & CREW SURETRACK	
<b>Serial Number:</b>	86590069	CAST & CREW SURETRACK	
<b>Serial Number:</b>	86590152	CAST & CREW OPEN HEALTH	
<b>Serial Number:</b>	86443505	CAST & CREW	
<b>Serial Number:</b>	86353087	CINEHUB	
<b>Serial Number:</b>	86335316	CAST & CREW 360°	
<b>Serial Number:</b>	86335310	CAST & CREW 360°	
<b>Serial Number:</b>	86079571	ONTIME	
<b>Registration Number:</b>	4089300	CASHFLOW	
<b>Registration Number:</b>	4169895	ONSET	
<b>Registration Number:</b>	4396452	CREWWARE	
<b>Registration Number:</b>	4094119	ONBUDGET	
<b>Registration Number:</b>	1722352	CAST & CREW	
<b>Registration Number:</b>	1722351		
<b>Serial Number:</b>	86688781	PAYROLL + SUITE POWERED BY CAST & CREW	
<b>Serial Number:</b>	86688731	PAYROLL + SUITE POWERED BY CAST & CREW	
<b>TRADEMARK</b>			

OP \$565.00 86589897

Property Type	Number	Word Mark
Serial Number:	86688665	TIME+
Serial Number:	86688606	START+
Serial Number:	86590167	CAST & CREW OPEN HEALTH

#### CORRESPONDENCE DATA

##### Fax Number:

*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.*

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/13/2015

#### Total Attachments: 7

source=10. First Lien Trademark Security Agreement#page1.tif  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cast & Crew Payroll, LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other LLC-DE \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 12, 2015

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Royal Bank of Canada, as Collateral Agent

c/o RBC Agency Services Group,

Street Address: 20 King Street West, 4<sup>th</sup> Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

*Elaine Carrera*  
Signature

August 12, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of August 12, 2015 (this “Agreement”), among Cast & Crew Payroll, LLC (the “Grantor”) and Royal Bank of Canada, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of August 12, 2015 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Payroll Holdings, LLC, a Delaware limited liability company (“Initial Holdings”), Silver Screen Merger Corp., a Delaware corporation (the “Initial Borrower”), Cast & Crew Payroll, LLC, a Delaware limited liability company (“Payroll,” and, after consummation of the Acquisition, the “Borrower”), the Lenders party thereto and Royal Bank of Canada, as Administrative Agent and Collateral Agent and (b) the First Lien Collateral Agreement dated as of August 12, 2015 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.


SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

CAST & CREW PAYROLL, LLC  


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

Name: Eric Belcher

Title: President

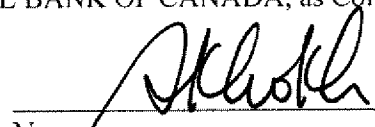
SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK

REEL: 005598 FRAME: 0895

ROYAL BANK OF CANADA, as Collateral Agent

By

  
Name: \_\_\_\_\_  
Title: **Susan Khokher**  
**Manager, Agency**

SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005598 FRAME: 0896**

Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
CAST & CREW LIFE SERVICES	US	86589897 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW LIFE SERVICES	US	86589936 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW LIFE SERVICES	US	86589957 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW SURETRACK	US	86590047 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW SURETRACK	US	86590069 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW OPEN HEALTH	US	86590167 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW OPEN HEALTH	US	86590152 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW	US	86443505 11/3/2014		CAST & CREW PAYROLL, LLC
CINEHUB	US	86353087 7/30/2014		CAST & CREW PAYROLL, LLC
CAST & CREW 360° <i>Company Intends to Abandon</i>	US	86335316 7/11/2014		CAST & CREW PAYROLL, LLC
CAST & CREW 360° <i>Company Intends to Abandon</i>	US	86335310 7/11/2014		CAST & CREW PAYROLL, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
ONTIME	US	86079571 10/1/2013		CAST & CREW PAYROLL, LLC
CASHFLOW 	US	85404510 8/23/2011	4089300 1/17/2012	CAST & CREW PAYROLL, LLC
ONSET	US	85008288 4/7/2010	4169895 7/10/2012	CAST & CREW PAYROLL, LLC
CREWWARE	US	77880790 11/25/2009	4396452 9/3/2013	CAST & CREW PAYROLL, LLC
ONBUDGET	US	77835476 9/25/2009	4094119 1/31/2012	CAST & CREW PAYROLL, LLC
CAST & CREW	US	74215299 10/18/1991	1722352 10/6/1992	CAST & CREW PAYROLL, LLC
DESIGN ONLY 	US	74215298 10/18/1991	1722351 10/6/1992	CAST & CREW PAYROLL, LLC
PAYROLL + SUITE POWERED BY CAST & CREW	US	86688781 07/09/2015		CAST & CREW PAYROLL, LLC
PAYROLL + SUITE POWERED BY CAST & CREW	US	86688731 07/09/2015		CAST & CREW PAYROLL, LLC
TIME+	US	86688665 07/09/2015		CAST & CREW PAYROLL, LLC



Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
START+	US	86688606 07/09/2015		CAST & CREW PAYROLL, LLC