

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM351405

| | | | |
|-----------------------------------|---|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cast & Crew Payroll, LLC | | 08/12/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Royal Bank of Canada, as Collateral Agent | | |
| Street Address: | c/o RBC Agency Services Group, 20 King Street West, 4th Floor | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 1C4 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86589897 | CAST & CREW LIFE SERVICES | |
| Serial Number: | 86589936 | CAST & CREW LIFE SERVICES | |
| Serial Number: | 86589957 | CAST & CREW LIFE SERVICES | |
| Serial Number: | 86590047 | CAST & CREW SURETRACK | |
| Serial Number: | 86590069 | CAST & CREW SURETRACK | |
| Serial Number: | 86590167 | CAST & CREW OPEN HEALTH | |
| Serial Number: | 86590152 | CAST & CREW OPEN HEALTH | |
| Serial Number: | 86443505 | CAST & CREW | |
| Serial Number: | 86353087 | CINEHUB | |
| Serial Number: | 86335316 | CAST & CREW 360° | |
| Serial Number: | 86335310 | CAST & CREW 360° | |
| Serial Number: | 86079571 | ONTIME | |
| Registration Number: | 4089300 | CASHFLOW | |
| Registration Number: | 4169895 | ONSET | |
| Registration Number: | 4396452 | CREWWARE | |
| Registration Number: | 4094119 | ONBUDGET | |
| Registration Number: | 1722352 | CAST & CREW | |
| Registration Number: | 1722351 | | |
| Serial Number: | 86688781 | PAYROLL + SUITE POWERED BY CAST & CREW | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86688731 | PAYROLL + SUITE POWERED BY CAST & CREW |
| Serial Number: | 86688665 | TIME+ |
| Serial Number: | 86688606 | START+ |

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 & Reindal LLP

Address Line 4: New York, NEW YORK 10005

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Michael Barys/ |
| DATE SIGNED: | 08/14/2015 |

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 Second 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 Second 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 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 as consideration for Loans previously made. 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 SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK

REEL: 005599 FRAME: 0485

ROYAL BANK OF CANADA, as Collateral Agent

By



Name:

Title: **Susan Khokher**
Manager, Agency

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005599 FRAME: 0486

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 |