

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Talent Agency, LLC		08/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street, 14th Floor		
Internal Address:	MC: TX-1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4175494	UTA	
Registration Number:	2695035	UTA	
Registration Number:	3439155	UTA	
Registration Number:	2695036	UNITED TALENT AGENCY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049268-0101		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/29/2015		
Total Attachments: 5			

OP \$115.00 4175494

source=TAB 09 - Trademark Security Agreement#page1.tif
source=TAB 09 - Trademark Security Agreement#page2.tif
source=TAB 09 - Trademark Security Agreement#page3.tif
source=TAB 09 - Trademark Security Agreement#page4.tif
source=TAB 09 - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated as of August 18, 2015, among United Talent Agency, LLC, a Delaware limited liability company (f/k/a United Talent Agency, Inc., a California corporation) (the “**Borrower**”), certain Subsidiaries of the Borrower from time to time party hereto and Bank of America, N.A. (“**Bank of America**”), as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined below).

Reference is made to (i) the Pledge and Security Agreement dated as of August 18, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, and (ii) the Secured Parties’ agreements in respect of extensions of credit to the Borrower set forth in the Credit and Guaranty Agreement dated as of August 18, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Guarantors, Bank of America, as Administrative Agent and L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of the Subsidiaries party hereto is an affiliate of the Borrower and will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Security Agreement. The rules of construction specified in Article I of the Credit 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 Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, hereby grants to the Administrative Agent, 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 such Grantor or in which such 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 a 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 such 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 such 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 3. 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 a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to each Grantor an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall cooperate with any reasonable efforts made by a 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 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 5. 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.

UNITED TALENT AGENCY, LLC, as the
Borrower

By: _____

Name: ANDREW THAU

Title: COO/VP

BANK OF AMERICA, N.A., as Administrative
Agent

By: _____

Name:

Title:

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

UNITED TALENT AGENCY, LLC, as the
Borrower

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Administrative
Agent

By:  _____
Name: Tiffany Shin
Title: Assistant Vice President

**Schedule I to
Trademark Security Agreement**

Part A. Trademarks.

Country	Grantor	Application No./Application Date	Registration No./Registration Date	Trademark
United States	United Talent Agency, LLC	N/A	4175494 / 17-Jul-2012	UTA
United States	United Talent Agency, LLC	N/A	2695035 / 11-Mar-2003	UTA
United States	United Talent Agency, LLC	N/A	3439155 / 03-Jun-2008	UTA
United States	United Talent Agency, LLC	N/A	2695036 / 11-Mar-2003	UNITED TALENT AGENCY
Canada	United Talent Agency, LLC	N/A	TMA848,369 / 12-Apr-2013	UTA
Canada	United Talent Agency, LLC	N/A	TMA848,368 / 12-Apr-2013	UNITED TALENT AGENCY
Great Britain	United Talent Agency, LLC	N/A	2586557 / 07-Oct-2011	UTA
Great Britain	United Talent Agency, LLC	N/A	2586558 / 07-Oct-2011	UNITED TALENT AGENCY

Part B. Material Exclusive Trademark Licenses.

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