

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376027

<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>
MHL, LLC		05/14/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86518851	SUPER MHL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	2129693000		
<b>Email:</b>	trademark@proskauer.com, ypan@proskauer.com		
<b>Correspondent Name:</b>	Adam D. Siegartel		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	40767-132		
<b>NAME OF SUBMITTER:</b>	Adam D. Siegartel		
<b>SIGNATURE:</b>	/Adam D. Siegartel/		
<b>DATE SIGNED:</b>	03/08/2016		
<b>Total Attachments: 3</b>			
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source=TM Security Interest - May 14 2015#page2.tif			
source=TM Security Interest - May 14 2015#page3.tif			

CH \$40.00 86518851

FORM OF GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

May 14, 2015

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **MHL, LLC**, a Delaware company with offices at 111 SW Fifth Avenue, Suite 700, Portland, Oregon 97204, hereby grants to **Jefferies Finance, LLC**, as Collateral Agent, with principal offices at 520 Madison Avenue, New York, New York 10022 (the “Grantee”), for the ratable benefit of the Secured Creditors, a security interest in (i) all of the Grantor’s rights, title and interest in, to and under the United States Trademarks set forth on Schedule A attached hereto, other than any “intent- to-use” applications for Trademarks unless and until an Amendment to Allege Use or Statement of Use has been filed with and accepted by the United States Patent and Trademark Office only if and to the extent that the grant of a security interest therein would adversely affect the validity of such Trademark, (ii) all Proceeds in respect thereof and (iii) the goodwill of the businesses associated with or symbolized by the Trademarks.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor pursuant to that certain Guaranty and Collateral Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of March 10, 2015 (as amended, restated, amended and restated, modified and/or supplemented from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms used but not defined herein have the definitions specified in the Guaranty and Collateral Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

This Grant shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day and year first above written.

MHL, LLC, Grantor

By: 

Name: Darin G. Billerbeck

Title: Director

JEFFERIES FINANCE LLC, as Collateral Agent and Grantee

By: 

Name: J. Paul McDonnell

Title: Managing Director

[Signature Page to Form of Grant of Security Interest in United States Trademarks]

TRADEMARK  
REEL: 005747 FRAME: 0995

SCHEDULE A

<b>App. No.</b>	<b>Registration No.</b>	<b>Jurisdiction</b>	<b>Title</b>	<b>Status</b>	<b>Record Owner</b>
86518851		US	SUPER MHL (and design)	Pending	MHL, LLC