

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CID ENTERTAINMENT, LLC		07/29/2016	Limited Liability Company: DELAWARE
CID PRESENTS LLC		07/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PROSPECT CAPITAL CORPORATION, AS AGENT		
Street Address:	10 East 40th Street		
Internal Address:	42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86711732	CRASH MY PLAYA	
Registration Number:	4883855	CID ENTERTAINMENT	
Registration Number:	4883854	CID SPORTS	
Registration Number:	4883831	VALLEY MUSIC TRAVEL	
Registration Number:	4883853	CID ENTERTAINMENT	
Serial Number:	86847721	CID EXPERIENCE	
Serial Number:	86912312	CID PRESENTS	
Serial Number:	87093298	BEACH VIBES	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		

CH \$215.00 86711732

Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 07/29/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of July, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor"), and **PROSPECT CAPITAL CORPORATION**, a Maryland corporation ("Prospect"), in its capacities as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and permitted assigns in such capacities, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement, dated as of February 11, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Primesport, Inc., a Georgia corporation (the "Borrower"), PrimeSport Holdings Inc., a Delaware corporation ("Holdings"), the Subsidiaries of Borrower that are Guarantors or become Guarantors thereunder pursuant to Section 8.10 thereof (together with Borrower and Holdings, each a "Loan Party" and collectively, the "Loan Parties"), Prospect, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and Prospect, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Loan Agreement, Grantors are party to that certain Amended and Restated Guaranty and Security Agreement, dated as of February 11, 2015 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CID ENTERTAINMENT, LLC, a Delaware limited liability company, as a Grantor

By: 

Name: Daniel Berkowitz

Title: Chief Executive Officer and
Chief Operating Officer

CID PRESENTS LLC, a Delaware limited liability company, as a Grantor

By: 

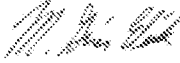
Name: Daniel Berkowitz

Title: President, Chief Executive Officer
and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

PROSPECT CAPITAL CORPORATION, a
Maryland corporation

By: 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Owner	Registration Number (or Serial Number if registration is pending)	Registration Date (or Filing Date if registration is pending)
Crash My Playa	CID Entertainment, LLC	86711732	July 31, 2015
CID Entertainment	CID Entertainment, LLC	4883855	May 3, 2014
CID Sports	CID Entertainment, LLC	4883854	May 3, 2014
Valley Music Travel	CID Entertainment, LLC	4883831	April 10, 2014
CID Entertainment	CID Entertainment, LLC	4883853	May 3, 2014
CID Experience	CID Entertainment, LLC	86847721	December 14, 2015
Crash My Playa	CID Entertainment, LLC	4981644	June 11, 2015
Crash My Playa	CID Entertainment, LLC	1621368	July 31, 2015
Crash My Playa	CID Entertainment, LLC	1682815	November 06, 2015
Crash My Playa	CID Entertainment, LLC	1682819	November 06, 2015
CID Presents	CID Presents LLC	86912312	February 18, 2016
Beach Vibes	CID Presents LLC	87093298	July 5, 2016