

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM395662

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cast & Crew Payroll, LLC		08/19/2016	Limited Liability Company: DELAWARE
Cast & Crew Production Software, LLC		08/19/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>Internal Address:</b>	c/o RBC Agency Services Group		
<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: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4898693	PSL	
<b>Registration Number:</b>	4898694	PSL	
<b>Serial Number:</b>	86741320	PRODUCTION+	
<b>Serial Number:</b>	86741323	PRODUCTION+	
<b>Serial Number:</b>	86741335	LIFE FOCUS	
<b>Serial Number:</b>	86741340	LIFE FOCUS	
<b>Serial Number:</b>	86826081	&.	
<b>Serial Number:</b>	86826113	&.	
<b>Serial Number:</b>	86826152	&.	
<b>Serial Number:</b>	86826169	&.	
<b>Serial Number:</b>	86826242	&.	
<b>Serial Number:</b>	86826266	&.	
<b>Serial Number:</b>	86827222		
<b>Serial Number:</b>	86827255		
<b>Serial Number:</b>	86827292		

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86971689	PRODUCTION SUITE POWERED BY CAST & CREW
Serial Number:	86971711	PRODUCTION SUITE POWERED BY CAST & CREW
Serial Number:	86850914	PSL+
Serial Number:	86850935	PSL+
Serial Number:	86874750	DPO+
Serial Number:	86874760	DPO+
Serial Number:	86874709	HTG+
Serial Number:	86874716	HTG+
Serial Number:	86931828	HOURS+
Serial Number:	87013454	BIG BREAK
Registration Number:	2108793	FINAL DRAFT
Registration Number:	2329223	JUST ADD WORDS
Registration Number:	3291735	FINAL DRAFT
Registration Number:	3502187	
Registration Number:	4278515	FINAL DRAFT READER
Registration Number:	4345935	FINAL DRAFT WRITER
Serial Number:	86127455	SCRIPTNOTES

#### CORRESPONDENCE DATA

Fax Number: 8009144240

*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.*

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/19/2016

#### Total Attachments: 6

source=a39. C&C - Second Lien Trademark Security Agreement (Credit) (Executed)#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):**

1. Cast & Crew Payroll, LLC  
2. Cast & Crew Production Software, LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other 1. LLC-DE; 2. 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 19, 2016

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Second 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, 4th 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:**

32

**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 19, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of August 19, 2016 (this "Agreement"), among Cast & Crew Payroll, LLC, Cast & Crew Production Software, LLC (each, a "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 an Affiliate of the Borrower and 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.

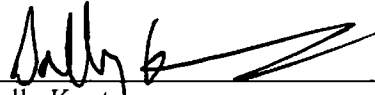
SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such 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]

CAST & CREW PAYROLL, LLC  
CAST & CREW PRODUCTION SOFTWARE, LLC

By:   
Name: Sally Knutson  
Title: Chief Financial Office

ROYAL BANK OF CANADA, as Collateral  
Agent.

By: 

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

# Schedule I

PSL	US	86698838 07/20/2015	4898693	Cast & Crew Payroll, LLC
PSL	US	86698883 07/20/2015	4898694	Cast & Crew Payroll, LLC
Production+	US	86741320 08/28/2015		Cast & Crew Payroll, LLC
Production+	US	86741323 08/28/2015		Cast & Crew Payroll, LLC
Life Focus	US	86741335 08/28/2015		Cast & Crew Payroll, LLC
Life Focus	US	86741340 08/29/2015		Cast & Crew Payroll, LLC
&. (Stylized)	US	86826081 11/19/2015		Cast & Crew Payroll, LLC
&. (Stylized)	US	86826113 11/19/2015		Cast & Crew Payroll, LLC
&. (Stylized)	US	86826152 11/19/2015		Cast & Crew Payroll, LLC
&. (Stylized)	US	86826169 11/19/2015		Cast & Crew Payroll, LLC
&. (Stylized)	US	86826242 11/19/2015		Cast & Crew Payroll, LLC
&. (Stylized)	US	86826266 11/19/2015		Cast & Crew Payroll, LLC
+ (Stylized)	US	86827222 11/20/2015		Cast & Crew Payroll, LLC
+ (Stylized)	US	86827255 11/20/2015		Cast & Crew Payroll, LLC
+ (Stylized)	US	86827292 11/20/2015		Cast & Crew Payroll, LLC

Production+Suite Powered By Cast & Crew (and design)	US	86971689 4/11/2016		Cast & Crew Payroll, LLC
Production+Suite Powered By Cast & Crew (and design)	US	86971711 12/16/2015		Cast & Crew Payroll, LLC
PSL+	US	86850914 12/16/2015		Cast & Crew Payroll, LLC
PSL+	US	86850935 12/16/2015		Cast & Crew Payroll, LLC
DPO+	US	86874750 01/13/2016		Cast & Crew Payroll, LLC
DPO+	US	86874760 01/13/2016		Cast & Crew Payroll, LLC
HTG+	US	86874709 01/13/2016		Cast & Crew Payroll, LLC
HTG+	US	86874716 01/13/2016		Cast & Crew Payroll, LLC
Hours+	US	86931828 03/07/2016		Cast & Crew Payroll, LLC
Big Break	US	87013454 04/25/2016		Cast & Crew Payroll, LLC
Final Draft	US	75164282	2108793 10/28/1997	Cast & Crew Production Software, LLC
Just Add Words	US	75664734	2329223 3/14/2000	Cast & Crew Production Software, LLC
Final Draft	US	78663387	3291735 9/11/2007	Cast & Crew Production Software, LLC
Pages (Design Only)	US	77017294	3502187 9/16/2008	Cast & Crew Production Software, LLC
Final Draft Reader	US	85562116	4278515 1/22/2013	Cast & Crew Production Software, LLC
Final Draft Writer	US	85723808	4345935 6/4/2013	Cast & Crew Production Software, LLC
ScriptNotes	US	86127455 11/22/2013		Cast & Crew Production Software, LLC