

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Television Center, Inc.		11/04/2016	Corporation: CALIFORNIA
Beers Enterprises, LLC		11/04/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5058175	9 THE SWITCH FIVENINES SERVICE	
Registration Number:	4601500	THE SWITCH	
Registration Number:	4732567	XPRSIT	
Registration Number:	4595732	SWITCH-IT	
Registration Number:	4483305	THE SWITCH. UNPARALLELED QUALITY. UNPREC	
Registration Number:	3607565	THE LA SWITCH	
Registration Number:	3592982	THE NY SWITCH	
Registration Number:	1698503	THE SWITCH	
Serial Number:	86952328		
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1000		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		

CH \$240.00 5058175

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 11/07/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of November 4, 2016, is entered into by and among **PACIFIC TELEVISION CENTER, INC.**, a California corporation (“*PTV*”), **BEERS ENTERPRISES, LLC**, a Delaware limited liability company (“*Beers*”); and together with PTV, each a “*Grantor*” and collectively, the “*Grantors*”), and **AB PRIVATE CREDIT INVESTORS LLC** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantors and certain of the Grantors’ affiliates, and (ii) that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), among the Grantors, certain affiliates of the Grantors, the Lenders party thereto and the Assignee.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the United States registrations and applications for registration of Trademarks (excluding Internet domain names) referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks 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 or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

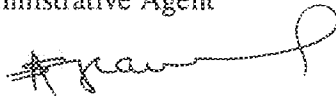
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

AB PRIVATE CREDIT INVESTORS LLC,
as Administrative Agent

By: 
Name: Shishir Agrawal
Title: Vice President

Address of Assignee:


AB Private Credit Investors LLC
1345 Avenue of the Americas
New York, NY 10105
Attention: The Switch Security Account
E-Mail: casey.millsaps@abglobal.com and
shishir.agrawal@abglobal.com

THE SWITCH
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

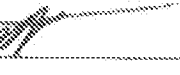
TRADEMARK
REEL: 005916 FRAME: 0435

GRANTORS:

BEERS ENTERPRISES, LLC

By: 
Name: Aaron Matto
Title: Vice President

PACIFIC TELEVISION CENTER, INC.

By: 
Name: Aaron Matto
Title: Vice President

Address of Grantors:




True Wind Capital Management, LLC
480 Pacific Avenue, Suite 200
San Francisco, CA 94133
Attention: Aaron Matto
Email: mailto: aaron@truewindcapital.com



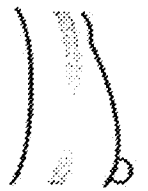

with a copy to:

Kirkland & Ellis LLP
535 California Street
San Francisco, California 94104
Attention: Sonali Jindal
Email: sjindal@kirkland.com

THE SWITCH
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
9 THE SWITCH FIVENINES SERVICE 	United States	5,058,175	February 5, 2016	October 11, 2016	Beers Enterprises, LLC
THE SWITCH	United States	4,601,500	February 20, 2014	September 9, 2014	Beers Enterprises, LLC
XPRSIT	United States	4,732,567	December 20, 2013	May 5, 2015	Beers Enterprises, LLC
SWITCH-IT	United States	4,595,732	September 10, 2013	September 2, 2014	Beers Enterprises, LLC
THE SWITCH. UNPARALLELED QUALITY. UNPARALLELED CONTROL.	United States	4,483,305	January 23, 2012	February 18, 2014	Beers Enterprises, LLC
#THE SWITCH <small>UNPARALLELED QUALITY. UNPARALLELED CONTROL.</small>					
THE NY SWITCH 	United States	3,592,982	January 3, 2005	March 17, 2009	Beers Enterprises, LLC
THE LA SWITCH 	United States	3,607,565	January 3, 2005	April 14, 2009	Beers Enterprises, LLC

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
<p>THE SWITCH</p> 	United States	1,698,503	February 28, 1991	June 30, 1992	Beers Enterprises, LLC
	United States	86/952,328	March 24, 2016		Pacific Television Center, Inc.
	California	67316		June 24, 2011	Pacific Television Center, Inc.
	California	53372		May 18, 2000	Pacific Television Center Incorporated