

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paradigm Talent Agency LLC		12/30/2016	Limited Liability Company: DELAWARE
AM ONLY LLC		12/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Suntrust Bank		
Street Address:	303 Peachtree St. N.E.,		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3344712	PARADIGM	
Registration Number:	4417982	AM ONLY	
Registration Number:	2700094	AM ONLY	
Serial Number:	87222863	THE COOKOUT	
Serial Number:	87222994	THE COOKOUT	
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:	704-444-1124		
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		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		

CH \$140.00 3344712

DATE SIGNED:	01/03/2017
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2016 (this "Security Agreement"), is made by **PARADIGM MUSIC, LLC**, a Delaware limited liability company ("Music"), **PARADIGM TALENT AGENCY, LLC**, a Delaware limited liability company ("Talent"), and **AM ONLY LLC**, a Delaware limited liability company ("AM"), and together with Music and Talent, each a "Grantor", and collectively the "Grantors", in favor of **SUNTRUST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantors, **PARADIGM ENTERTAINMENT, LLC**, a Delaware limited liability company, **PARADIGM ENTERTAINMENT VENTURES, LLC**, a Delaware limited liability company, **LOFTY INC.**, a New York corporation, and **WINDISH TALENT LLC**, a Delaware limited liability company (collectively, the "Borrowers"), the lenders from time to time party thereto, the issuing bank party thereto and the Administrative Agent have entered into that certain Credit Agreement, dated as of December 30, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and other Grantors that may have joined from time to time, if any, have entered into that certain Guaranty and Security Agreement, dated as of December 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires that the Grantors execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided that no United States intent-to-use trademark or service mark application shall be included in the Trademark Collateral 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.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative 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.

SECTION 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

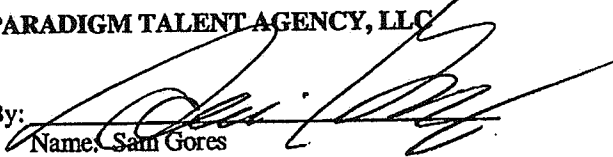
PARADIGM MUSIC, LLC

By: 

Name: Sam Gores

Title: Chief Executive Officer

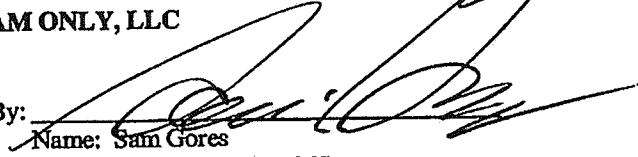
PARADIGM TALENT AGENCY, LLC

By: 

Name: Sam Gores

Title: Chief Executive Officer

AM ONLY, LLC

By: 


Name: Sam Gores

Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 
Name: Brett Ross
Title: Vice President



PARADIGM ENTERTAINMENT, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005956 FRAME: 0414


SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
PARADIGM (Stylized) 	United States	3,344,712 76/638,568	May 13, 2005	November 27, 2007	Paradigm Talent Agency S.G.A. Representation, Inc.
AM ONLY and Design 	United States	4,417,982 85/856,187	February 21, 2013	October 15, 2013	AM Only LLC
AM ONLY	United States	2,700,094 76/411,420	May 22, 2002	March 25, 2003	AM Only LLC

II. TRADEMARK APPLICATIONS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
THE COOKOUT	United States	87/222,863	November 1, 2016	N/A	Paradigm Music, LLC
THE COOKOUT and Design 	United States	87/222,994	November 1, 2016	N/A	Paradigm Music, LLC

III. TRADEMARK LICENSES

None.