

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DISC Intellectual Properties, LLC		05/08/2017	Limited Liability Company: CALIFORNIA
GEP SOFTWARE TECHNOLOGIES, LLC		05/08/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	87029743	CC
Serial Number:	86881520	EP
Serial Number:	87059974	SMART
Serial Number:	73792437	CENEX
Serial Number:	74077494	CENTRAL CASTING
Serial Number:	78757169	CENTRAL CASTING
Serial Number:	77815494	CENTRAL CASTING EST. 1925
Serial Number:	77815355	CENTRAL CASTING EST. 1925
Serial Number:	85445961	CENTRAL CASTING EST. 1925
Serial Number:	85242988	E
Serial Number:	85222591	EMERGENT
Serial Number:	85221608	EMERGENT
Serial Number:	85487040	EMERGENT
Serial Number:	78215187	ENTERTAINMENT PARTNERS
Serial Number:	78203283	EP
Serial Number:	78186739	EP ENTERTAINMENT PARTNERS
Serial Number:	85447991	EP ENTERTAINMENTPARTNERS AN EMPLOYEE OWN

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77815560	EP ENTERTAINMENTPARTNERS AN EMPLOYEE OWN
Serial Number:	78056741	EP GLOBAL VISTA
Serial Number:	85650163	EP PETTYCASHCARD
Serial Number:	85656105	EP RESIDUALS
Serial Number:	85091540	EP TELESIS
Serial Number:	85047667	EP TIMETRAX
Serial Number:	85310341	EP TIMETRAX
Serial Number:	85405071	EP VISTA
Serial Number:	77587875	EP VISTA
Serial Number:	85256904	EP VISTA 5
Serial Number:	85064735	M M
Serial Number:	85064657	MM
Serial Number:	85064517	MM
Serial Number:	75302123	MOVIE MAGIC
Serial Number:	86692477	SCENECHRONIZE
Serial Number:	86804186	SMARTSTART
Serial Number:	78828991	STRAIGHT OUT OF CENTRAL CASTING
Serial Number:	85257208	V5
Serial Number:	78249371	VISTA

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: ypan@proskauer.com

Correspondent Name: Scott Thurman

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-245
NAME OF SUBMITTER:	Scott Thurman
SIGNATURE:	/Scott Thurman/
DATE SIGNED:	05/09/2017

Total Attachments: 9

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THIS TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2017 is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Ares Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 8, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among ENTERTAINMENT PARTNERS, LLC, a Delaware limited liability company (“**Borrower**”), GEP ADMINISTRATIVE SERVICES, INC., a Delaware corporation, as Holdings, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of May 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower and the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

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

b. 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 of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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

provided, however, that the Trademark Collateral shall not include any Excluded Property.

c. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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.

d. [Reserved].


e. Counterparts. This Trademark 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

f. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement.

[Signature Pages Follow]

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.

DISC INTELLECTUAL PROPERTIES, LLC

By 

Name: Markham L. Goldstein

Title: Chief Executive Officer

GEP SOFTWARE TECHNOLOGIES, LLC

By 

Name: Markham L. Goldstein

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By _____
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE I
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

[Include Registration Number and Date]

2. TRADEMARK APPLICATIONS

[Include Application Number and Date]

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
DISC Intellectual Properties, LLC	US	CC and Design	87029743	05/09/2016	
DISC Intellectual Properties, LLC	US	EP and Design	86881520	1/20/2016	
DISC Intellectual Properties, LLC	US	SMART	87059974	6/3/2016	
DISC Intellectual Properties, LLC	US	CENEX	73792437 1676962	10-Apr-89	02/25/1992
DISC Intellectual Properties, LLC	US	CENTRAL CASTING	74077494 1653200	12-Jul-90	6-Aug-91
DISC Intellectual Properties, LLC	US	CENTRAL CASTING	3490354	18-Nov-05	19-Aug-08
DISC Intellectual Properties, LLC	US	CENTRAL CASTING EST. 1925 and Design	77815494 3945237	28-Aug-09	12-Apr-11
DISC INTELLECTUAL PROPERTIES, LLC	US	CENTRAL CASTING EST. 1925 and Design	77815355 4403565	28-Aug-09	17-Sep-13
DISC Intellectual Properties, LLC	US	CENTRAL CASTING EST. 1925 and Design	85445961 4240614	12-Oct-11	13-Nov-12
DISC Intellectual Properties, LLC	US	E and Design	85242988 4041109	15-Feb-11	18-Oct-11

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
DISC Intellectual Properties, LLC	US	EMERGENT and Design	85222591 4044222	20-Jan-11	25-Oct-11
DISC Intellectual Properties, LLC	US	EMERGENT	85222608 4041009	19-Jan-11	18-Oct-11
DISC Intellectual Properties, LLC	US	EMERGENT and Design	85487040 4182767	5-Dec-11	31-Jul-12
DISC Intellectual Properties, LLC	US	ENTERTAINMENT PARTNERS	78215187 2815057	14-Feb-03	17-Feb-04
DISC Intellectual Properties, LLC	US	EP and Design	78203283 2991598	14-Jan-03	6-Sep-05
DISC Intellectual Properties, LLC	US	EP ENTERTAINMENT PARTNERS & Design	78186739 2859999	19-Nov-02	6-Jul-04
DISC Intellectual Properties, LLC	US	EP ENTERTAINMENT PARTNERS AN EMPLOYEE OWNED COMPANY & Design	85447991 4142758	14-Oct-11	15-May-12
DISC Intellectual Properties, LLC	US	EP ENTERTAINMENT PARTNERS AN EMPLOYEE OWNED COMPANY & Design	77815560 3958682	28-Aug-09	10-May-11
DISC Intellectual Properties, LLC	US	EP GLOBAL VISTA	78056741 2916662	4-Apr-01	4-Jan-05

TRADEMARK
REEL: 006057 FRAME: 0952

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
DISC Intellectual Properties, LLC	US	EP PETTYCASHCARD and Design	85650163 4300595	12-Jun-12	12-Mar-13
DISC Intellectual Properties, LLC	US	EP RESIDUALS and Design	85656105 4300633	19-Jun-12	12-Mar-13
DISC Intellectual Properties, LLC	US	EP TELEESIS	85091540 4199048	23-Jul-10	28-Aug-12
DISC Intellectual Properties, LLC	US	EP TIMETRAX	85047667 4272631	25-May-10	8-Jan-13
DISC Intellectual Properties, LLC	US	EP TIMETRAX and Design	85310341 4265190	2-May-11	25-Dec-12
DISC Intellectual Properties, LLC	US	EP VISTA and Design	85405071 4131679	23-Aug-11	24-Apr-12
DISC Intellectual Properties, LLC	US	EP VISTA and Design	77587875 3880511	7-Oct-08	23-Nov-10
DISC Intellectual Properties, LLC	US	EP VISTA 5 and Design	85259604 4176579	3-Mar-11	17-Jul-12
DISC Intellectual Properties, LLC	US	MM & Design	85064735 3952643	16-Jun-10	26-Apr-11

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
DISC Intellectual Properties, LLC	US	MM and Design	85064657 3952642	16-Jun-10	26-Apr-11
DISC Intellectual Properties, LLC	US	MM and Design	85064517 3952640	16-Jun-10	26-Apr-11
DISC Intellectual Properties, LLC	US	MOVIE MAGIC	75302123 2178281	29-May-97	4-Aug-98
GEP Software Technologies, LLC	US	SCENECHRONIZE	86692477 4863373	14-Jul-15	1-Dec-15
DISC Intellectual Properties, LLC	US	SMARTSTART	86804186 5076590	29-Oct-15	8-Nov-16
DISC Intellectual Properties, LLC	US	STRAIGHT OUT OF CENTRAL CASTING	78828991 3871638	3-Mar-06	2-Nov-10
DISC Intellectual Properties, LLC	US	V5 and Design	85257208 4226558	3-Mar-11	16-Oct-12
DISC Intellectual Properties, LLC	US	VISTA	78249371 2825285	13-May-03	23-Mar-04

TRADEMARK
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RECORDED: 05/12/2017