

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinema Scene Marketing & Promotions, LLC		06/14/2017	Limited Liability Company: KANSAS
Next, LLC		06/14/2017	Limited Liability Company: KANSAS
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: 4			
Property Type	Number	Word Mark	
Registration Number:	4865728	CINEMA SNACKS	
Registration Number:	4895018	NEXTDSS	
Registration Number:	4808168	TRAILERVISION	
Serial Number:	86659030	TRAILERWALL	
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/		
DATE SIGNED:	06/15/2017		

CH \$115.00 4865728

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 14, 2017, is made by **CINEMA SCENE MARKETING & PROMOTIONS, LLC**, a Kansas limited liability company ("CSMP"), and **NEXT, LLC**, a Kansas limited liability company ("Next", and together with CSMP, each a "Grantor" and, collectively, the "Grantors"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 14, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among **VISION MEDIA MANAGEMENT & FULFILLMENT, LLC**, a California limited liability company (the "Borrower"), the other persons party thereto that are designated as Credit Parties, the Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower and the Secured Swap Providers have agreed to provide the Secured Rate Contracts upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); 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 Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent 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 Intellectual Property. 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 Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 "Intellectual Property Collateral"):

(a) all of its Patents, Copyrights, and Trademarks, including, without limitation, those referred to on Schedule 1, Schedule 2 or Schedule 3 hereto;

(b) All of its Internet Domain Names;

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

(d) all reissues, reexaminations, continuations, continuations in part, divisionals, renewals and extensions of any of the foregoing.

(e) 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; and

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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 any Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property 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. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

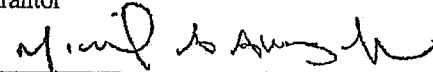
NOTHING CONTAINED IN THIS SECTION 6 SHALL AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY CREDIT PARTY IN ANY OTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]

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

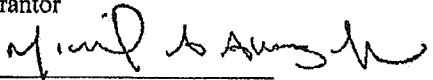
**CINEMA SCENE MARKETING &
PROMOTIONS, LLC,**

as a Grantor

By: 
Name: Michael Alvarez, Jr.
Title: President

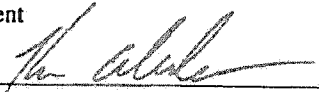
NEXT, LLC,

as a Grantor

By: 
Name: Michael Alvarez, Jr.
Title: President

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Agent

By: 
Name: Kevin Alexander
Title: Vice President

VISION MEDIA MANAGEMENT & FULFILLMENT, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006084 FRAME: 0658

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Registrations:

Owner	Title	Country	Patent No./ Serial No.	Filing Date	Issue Date
Cinema Scene Marketing & Promotions, LLC	Digital Display Kiosk	United States	8,116,081 12/471,210	May 22, 2009	February 14, 2012
Cinema Scene Marketing & Promotions, LLC	Digital Display Kiosk	United States	D646,269 29/337,524	May 22, 2009	October 4, 2011

Applications:

None.

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

Registrations:

None.

Applications:

None.

SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark

Registrations:

Owner	Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
Cinema Scene Marketing & Promotions, LLC	CINEMA SNACKS	United States	4,865,728 86/530,333	February 10, 2015	December 8, 2015
Cinema Scene Marketing & Promotions, LLC	NEXTDSS	United States	4,895,018 86/659,037	June 11, 2015	February 2, 2016
Cinema Scene Marketing & Promotions, LLC	TRAILERVISION	United States	4,808,168 86/523,874	February 4, 2015	September 8, 2015
Cinema Scene Marketing & Promotions, LLC	TRAILERWALL	United States	86/659,030	June 11, 2015	N/A
Next, LLC	HARBOR FINANCIAL GROUP	Hawaii	HI 4122976 79200850	November 6, 2013	November 6, 2013
Next, LLC	NEXT	Nebraska	NE 10100623 78531354	July 25, 2007	July 25, 2007

Applications:

None.