

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEP Bexel Inc. (f/k/a Vitec Broadcast Services Inc.)		08/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Second Lien Administrative Agent		
Street Address:	1300 Thames Street, Thames Street Wharf, 4 th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4825174	BEXEL	
CORRESPONDENCE DATA			
Fax Number:	80091442		
<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:	614-280-3568		
Email:	John.Salvage@wolterskluwer.com		
Correspondent Name:	CT Corporation System		
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:	08/28/2017		
Total Attachments: 6			
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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): NEP Bexel Inc. (f/k/a Vitec Broadcast Services Inc.) <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>DE</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>USA</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name <u>Morgan Stanley Senior Funding, Inc., as Second Lien Administrative Agent</u> Street Address: <u>1300 Thames Street, Thames Street Wharf, 4th Floor</u> City: <u>Baltimore</u> State: <u>MD</u> Country: <u>USA</u> Zip: <u>21231</u> <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>USA</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
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3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>August 24, 2017</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Second Lien Security Agreement</u>	Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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4. Application number(s) or registration number(s) and identification or description of the Trademark.	
A. Trademark Application No.(s) Text 	B. Trademark Registration No.(s) <u>4825174</u>
Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: <u>Elaine Carrera, Legal Assistant</u> Internal Address: _____ Street Address: <u>c/o Cahill Gordon & Reindel LLP</u> <u>80 Pine Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u> Phone Number: <u>(212) 701-3365</u> Docket Number: _____ Email Address: <u>ecarrera@cahill.com</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
8. Payment Information: Deposit Account Number _____ Authorized User Name _____	

9. Signature: <u>Elaine Carrera</u> Signature Elaine Carrera	<u>August 25, 2017</u> Date
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 24, 2017 (this "Agreement"), among NEP Bexel Inc. (f/k/a Vitec Broadcast Services Inc.) (the "Grantor") and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated December 24, 2012 among NEP Group, Inc., a Delaware corporation ("Holdings"), NEP/NCP Holdco, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (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 Administrative 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. 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 Administrative 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 the trademarks and trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof and all rights to sue for past, present and future infringements, misappropriations or violations thereof (the "Trademark Collateral"). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. Termination. The security interest granted herein shall terminate and be released at the time and in the manner set forth in Section 9.15 of the Credit Agreement and, at such time, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

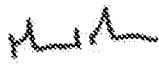
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Supplement, the provisions of the Intercreditor Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEP Bexel Inc. (f/k/a Vitec Broadcast Services Inc.), as Grantor

By: 
Name: Gerald Delon
Title: Chief Financial Officer

**MORGAN STANLEY SENIOR
FUNDING, INC., as Administrative
Agent.**

By: 

Name: Constantine N. Darras

Title: Authorized Signatory

Schedule I

Trademark	Registration No.	Registration Date (Country)	Registered Owner
BEXEL	4825174	10/6/2015 (US)	NEP Bixel Inc. (f/k/a Vitec Broadcast Services Inc.)