

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trailer Park, Inc.		09/15/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	BNP PARIBAS, as collateral agent
Street Address:	787 Seventh Avenue, 28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Banking Company: FRANCE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	85417966	ARTMACHINE
Serial Number:	77533373	CARDIAN ANGEL
Serial Number:	85272442	EMS ENHANCED MOVIE SYSTEM
Serial Number:	85815698	EMS ENHANCED MOVIE SYSTEM
Serial Number:	86074459	FANTHROPOLOGY
Serial Number:	85418149	GOODNESS MFG.
Serial Number:	85814394	GOODNESS MFG. LOS ANGELES
Serial Number:	77923635	MB MOBILE-BLU
Serial Number:	77923614	MOBILE-BLU
Registration Number:	4248368	1 ORIGINAL ASSETS 2 TRAILER PARK OPTIMIZ
Serial Number:	85093625	SCENEPEDIA
Serial Number:	85093657	SCENEPEDIA
Serial Number:	85815271	SYNCHRONIC
Serial Number:	85815280	SYNCHRONIC
Serial Number:	86671950	T
Serial Number:	86671897	T
Serial Number:	86671859	T
Serial Number:	85324077	TPO

CH \$590.00 85417966

Property Type	Number	Word Mark
Serial Number:	85049714	TRAILER PARK
Serial Number:	85323880	TRAILER PARK OPTIMIZER
Serial Number:	85322363	TRAILER PARK PUBLISHING
Serial Number:	77923926	TRAILER PARK STUDIOS
Serial Number:	77924006	TRAILER PARK STUDIOS

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Amanjot Kaur
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86700.8
NAME OF SUBMITTER:	Amanjot Kaur
SIGNATURE:	/Amanjot Kaur by trademarkny/
DATE SIGNED:	09/18/2017

Total Attachments: 7

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 15, 2017 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Second Lien Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of September 15, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Second Lien Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (but excluding any *intent-to-use* trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TRAILER PARK, INC.,
as a Grantor


By: 
Name: Collin Abert
Title: Vice President

[Signature Page to Intellectual Property Security Agreement (2L - Trademarks)]

TRADEMARK
REEL: 006156 FRAME: 0433

BNP PARIBAS, as Collateral Agent

By: _____ 
Name: _____
Title: **Jung Wu**
Vice President

By: _____ 
Name: _____
Title: **Peter Fritz**
Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

[See attached.]

U.S. Trademark Registrations and Trademark Applications

Mark	Owner	App. No. Filing Date	Reg. No. Reg. Date	Status
artmachine	Trailer Park, Inc.	85417966 09/08/2011	4216602 10/02/2012	Registered
CARDIAN ANGEL	Trailer Park, Inc.	77533373 07/29/2008	3670672 08/18/2009	Registered
ems enhanced movie system	Trailer Park, Inc.	85272442 03/21/2011	4220219 10/09/2012	Registered
ems enhanced movie system Logo	Trailer Park, Inc.	85815698 01/04/2013	4395350 09/03/2013	Registered
FANTHROPOLOGY	Trailer Park, Inc.	86074459 09/25/2013	4791209 08/11/2015	Registered
Goodness Mfg.	Trailer Park, Inc.	85418149 09/08/2011	4216603 10/02/2012	Registered
GOODNESS MFG. LOS ANGELES Logo	Trailer Park, Inc.	85814394 01/03/2013	4387586 08/20/2013	Registered
MB MOBILE-BLU Logo	Trailer Park, Inc.	77923635 01/29/2010	4004378 08/02/2011	Registered
Mobile-Blu	Trailer Park, Inc.	77923614 01/29/2010	3942775 04/12/2011	Registered
ORIGINAL ASSETS TRAILER PARK OPTIMIZER RPFVBDA/LOCALIZATION/ DEPLOYMENT	Trailer Park, Inc.	08323965 05/18/2011	4248368 11/27/2012	Registered
ScenePedia	Trailer Park, Inc.	85093625 07/27/2010	3988614 07/05/2011	Registered
ScenePedia Logo	Trailer Park, Inc.	85093657 07/27/2010	3984285 06/28/2011	Registered
SYNCHRONIC	Trailer Park, Inc.	85815271 01/04/2013	4380252 08/06/2013	Registered
SYNCHRONIC Logo	Trailer Park, Inc.	85815280 01/04/2013	4391471 08/27/2013	Registered
T Logo	Trailer Park, Inc.	86671950 06/23/2015	4954417 05/10/2016	Registered
T Logo (Green and Pink)	Trailer Park, Inc.	86671897	4954416	Registered

		06/23/2015	05/10/2013	
T Logo (Yellow)	Trailer Park, Inc.	86671859 06/23/2015	4954415 05/10/2016	Registered
TPO	Trailer Park, Inc.	85324077 05/18/2011	4199596 08/28/2012	Registered
Trailer Park	Trailer Park, Inc.	85049714 05/27/2010	3907397 01/18/2011	Registered
Trailer Park Optimizer	Trailer Park, Inc.	85323880 05/18/2011	4199595 08/28/2012	Registered
Trailer Park Publishing	Trailer Park, Inc.	85322363 05/16/2011	4260002 12/18/2012	Registered
Trailer Park Studios	Trailer Park, Inc.	77923926 01/29/2010	3841165 08/31/2010	Registered
TRAILER PARK STUDIOS Logo	Trailer Park, Inc.	77924006 01/29/2010	3841179 08/31/2010	Lapsed