

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blue Man IP, LLC		09/29/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3030215	BLUE MAN GROUP	
<b>Registration Number:</b>	2617550	BLUE MAN GROUP	
<b>Registration Number:</b>	2741259	BLUE MAN GROUP	
<b>Registration Number:</b>	2438222	BLUE MAN GROUP	
<b>Registration Number:</b>	2680625	BLUE MAN GROUP	
<b>Registration Number:</b>	3597340	BLUE MAN GROUP	
<b>Registration Number:</b>	3394341	BLUE MAN GROUP	
<b>Registration Number:</b>	2677610	BLUE MAN GROUP	
<b>Registration Number:</b>	2677611	BLUE MAN GROUP	
<b>Registration Number:</b>	2450660	BLUE MAN GROUP	
<b>Registration Number:</b>	5111060	BLUE MAN GROUP DARE TO LIVE IN FULL COLO	
<b>Serial Number:</b>	86440037	BEZ	
<b>Serial Number:</b>	86440021	BEZZIE	
<b>Serial Number:</b>	86440043	BROX	
<b>Serial Number:</b>	86424927	EMOBOTS	
<b>Serial Number:</b>	86332727	EMOTIBOTS	
<b>Serial Number:</b>	86333877	EMOTIBOTZ	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 8009144240

***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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
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<b>SIGNATURE:</b>	/Elaine Carrera/
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<b>DATE SIGNED:</b>	10/02/2017
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**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):**

Blue Man IP, LLC

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 29, 2017

- Assignment                         Merger  
 Security Agreement               Change of Name  
 Other First Lien Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Royal Bank of Canada, as Collateral Agent

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: \_\_\_\_\_

Country: Canada Zip: M5H 1C4

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**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)

See Schedule I

See Schedule I

Additional sheet(s) attached?  Yes  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: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

17

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

October 2, 2017  
Date

Elaine Carrera

Name of Person Signing

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

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of September 29, 2017, by and among **BLUE MAN IP, LLC**, a Delaware limited liability company (the "Grantor"), and **ROYAL BANK OF CANADA**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Pledge and Security Agreement, dated as of July 8, 2015 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "First Lien Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the First Lien Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. First Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the First Lien Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

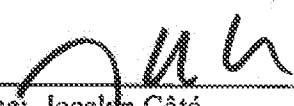
SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the 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.

**BLUE MAN IP, LLC**

By: **Blue Man Group Holdings, LLC**, its sole member

By:   
Name: Jocelyn Côté  
Title: Chief Legal Officer

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006167 FRAME: 0424**


Accepted and Agreed:

**ROYAL BANK OF CANADA,**  
as Collateral Agent

By:   
Name: Ann, Hurley  
Title: Manager, Agency

SCHEDULE I  
to  
FIRST LIEN TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Blue Man IP, LLC	3030215	BLUE MAN GROUP
Blue Man IP, LLC	2617550	BLUE MAN GROUP
Blue Man IP, LLC	2741259	BLUE MAN GROUP
Blue Man IP, LLC	2438222	BLUE MAN GROUP
Blue Man IP, LLC	2680625	BLUE MAN GROUP
Blue Man IP, LLC	3597340	BLUE MAN GROUP
Blue Man IP, LLC	3394341	BLUE MAN GROUP
Blue Man IP, LLC	2677610	BLUE MAN GROUP
Blue Man IP, LLC	2677611	BLUE MAN GROUP
Blue Man IP, LLC	2450660	BLUE MAN GROUP
Blue Man IP, LLC	5111060	BLUE MAN GROUP DARE TO LIVE IN FULL COLOR. (Stylized) & Design 

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Blue Man IP, LLC	86/440037 (Abandoned)	BEZ
Blue Man IP, LLC	86/440021 (Abandoned)	BEZZIE
Blue Man IP, LLC	86/440043 (Pending ITU)	BROX
Blue Man IP, LLC	86/424927 (Pending ITU)	EMOBOTS
Blue Man IP, LLC	86/332727 (Pending ITU)	EMOTIBOTS
Blue Man IP, LLC	86/333877 (Pending ITU)	EMOTIBOTZ