

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urner Barry Publications, Inc.		12/11/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland PLC		
Street Address:	280 Bishopsgate		
City:	London		
State/Country:	UNITED STATES		
Postal Code:	EC2M 4RB		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1272147	COMTELL	
CORRESPONDENCE DATA			
Fax Number:	2026637271		
<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:	2026637271		
Email:	thomas.brooke@hkllaw.com, ptdocketing@hkllaw.com		
Correspondent Name:	Thomas W. Brooke		
Address Line 1:	800 17th Street, NW,		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
DOMESTIC REPRESENTATIVE			
Name:	Thomas W. Brooke		
Address Line 1:	800 17th Street, NW,		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Thomas W. Brooke		
SIGNATURE:	/Thomas W. Brooke/		
DATE SIGNED:	12/12/2017		

OP \$40.00 1272147

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2017 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is entered into by URNER BARRY PUBLICATIONS, INC., a New Jersey corporation, (the "Grantor") and THE ROYAL BANK OF SCOTLAND PLC, as agent and trustee for the Secured Parties (the "Security Agent"), with reference to the following facts.

WHEREAS, BRIEFING MEDIA 1365 LIMITED (formerly known as Newincco 1365 Limited), a company incorporated in England and Wales (the "Parent"), and certain of its affiliates, including without limitation, the Grantor have entered into a Senior Term and Revolving Facilities Agreement dated August 21, 2015 (as amended and restated on September 27, 2017 and as further amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), with, among others, THE ROYAL BANK OF SCOTLAND PLC, as Arranger (the "Arranger") and Agent (the "Agent"), the institutions listed therein as Original Lenders, and the Security Agent, pursuant to which the Lenders (as defined therein), subject to the terms and conditions contained therein, agreed to provide certain financial accommodations to, among others, the Parent, the Borrower (as defined in the Facilities Agreement), the Grantor and such affiliates;

WHEREAS, Grantor has agreed, pursuant to that certain Accession Deed to the Restated Facilities Agreement and the Intercreditor Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Accession Deed"), to be entered into between Grantor, the Parent and the Security Agent, to guarantee the Obligations of the Borrower;

WHEREAS, Grantor has agreed, pursuant to that certain Security Agreement of even date herewith in favor of Security Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), and in accordance with the terms of the Facilities Agreement, to grant to the Security Agent a security interest in, among other things, the Copyrights (as defined below) described therein to secure all Obligations (as defined below) of Grantor to Security Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Facilities Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions.

"Obligations" means all present and future indebtedness, liabilities and obligations at any time due, owing or incurred by Grantor and the other Obligors to the Security Agent, the Arranger, the Lenders, the Agent, any other Finance Parties or any other Secured Parties under or in connection with this Agreement, the Facilities Agreement or the other Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity (including any interest, fees, or expenses that accrue after the filing of a case under the US Bankruptcy Code or any other insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in such

case or proceeding); provided that, to the extent applicable, the term “Obligations” shall, in all instances, be limited as set forth in Section 20.11 of the Facilities Agreement.

“Trademarks” means one or all of the following now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof and (ii) the goodwill associated with or symbolized by any of the foregoing.

SECTION 2. Grant of Security. Under the terms of the Security Agreement and pursuant to the Facilities Agreement, the Grantor hereby grants to the Security Agent a security interest in, and to all of the Grantor’s right, title and interest to the Trademarks listed on the attached Schedule I (the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, including:

(a) all Trademarks including, without limitation, each issued trademark and trademark application identified in the attached Schedule I, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (d) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the “Pledged Trademarks”).

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks, and any other applicable government officer, record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE

STATE OF NEW YORK. The Grantor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of England in accordance with clause 44 of the Facilities Agreement and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon the Grantor in the manner specified in clause 44 of the Facilities Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

SECTION 6. Waiver of Jury Trial and Consequential Damages. THE GRANTOR WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that neither the Security Agent nor any other Secured Parties, nor any representative, agent or attorney of the foregoing has represented, expressly or otherwise, that the Security Agent would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement, and (ii) acknowledges that, in entering into the Facilities Agreement and the other Finance Documents to which the Security Agent is a party, the Security Agent is relying upon, among other things, the waivers and certifications contained in this Section 6.

SECTION 7. Conflicts. In case of any conflicts with respect to the subject matter of this Agreement between this Agreement and the Intercreditor Agreement to the extent permitted by law, the provisions of the Intercreditor Agreement shall prevail and take priority over the provisions of this Agreement.

SECTION 8. Attorney in Fact. The Grantor hereby irrevocably appoints Security Agent as its limited attorney-in-fact following the occurrence of an Event of Default that is continuing (as construed in accordance with the Facilities Agreement) in accordance with the powers granted in connection with this Agreement (without requiring Security Agent to act as such), with full power of substitution, which appointment as limited attorney-in-fact is irrevocable until all Obligations are paid in full or this Agreement is otherwise terminated or released in accordance with the Facilities Agreement, to take any action Security Agent deems appropriate to effect fully the purpose, terms and conditions of this Agreement and the other Finance Documents, and said appointment shall create in Security Agent a power coupled with an interest.

To the extent permitted by law, the Grantor hereby ratifies all that said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 9. Costs. The provisions of clause 17.4 (Indemnity to the Security Agent) and clause 19 (Costs and expenses) of the Facilities Agreement are incorporated into this Agreement as if set out in full, mutatis mutandis.

SECTION 10. Miscellaneous. This Agreement is a Finance Document. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or in portable document format (PDF) via electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

The benefit of this Agreement will be held by the Security Agent on and subject to the terms of the Intercreditor Agreement on trust for the benefit of itself and the other Secured Parties without preference or priority amongst themselves as security for the Obligations, except as provided under the Intercreditor Agreement.

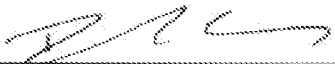
The Security Agent may at any time without the consent of a Grantor assign or transfer the whole or any part of its rights under this Agreement to any person to which it can transfer its rights in accordance with the terms of the Intercreditor Agreement and the Facilities Agreement. No Grantor may assign any of its rights or transfer any of its obligations under this Agreement or enter into any transaction which would result in any of these rights or obligations passing to another person without the express written consent of the Security Agent.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

URNER BARRY PUBLICATIONS, INC.

By: 
Name: Rupert Levy
Title: Chief Financial Officer

SECURITY AGENT:

THE ROYAL BANK OF SCOTLAND PLC

By:



Name: PAUL FLETCHER

Title: DIRECTOR - SLA

#54418448

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006226 FRAME: 0113

SCHEDULE I
TRADEMARKS

Owner	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Date of Last Renewal
URNER BARRY PUBLICATIONS, INC.	COMTELL	73400223	1272147	October 18, 1982	March 27, 1984	September 12, 2013