

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456587

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EOTFR, LLC		12/28/2017	Limited Liability Company: DELAWARE
INTERNATIONAL CREATIVE MANAGEMENT PARTNERS LLC		12/28/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITY NATIONAL BANK, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	400 N. Roxbury Dr., 3rd Floor		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4423892	ICM PARTNERS	
<b>Registration Number:</b>	4573260	ICM COMMUNITY PARTNERS FOUNDATION	
<b>Registration Number:</b>	2374330	ICM	
<b>Registration Number:</b>	1168641	ICM	
<b>Registration Number:</b>	1716316	ICM	
<b>Registration Number:</b>	1037016	ICM	
<b>Registration Number:</b>	2099122	ICM	
<b>Registration Number:</b>	3076988	ICM	
<b>Registration Number:</b>	1037015	INTERNATIONAL CREATIVE MANAGEMENT, INC.	
<b>Registration Number:</b>	3475255	INTERNATIONAL CREATIVE MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		

CH \$265.00 4423892

**Correspondent Name:** DUSAN CLARK, ESQ.  
**Address Line 1:** SIDLEY AUSTIN LLP  
**Address Line 2:** 2021 MCKINNEY AVE., SUITE 2000  
**Address Line 4:** DALLAS, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 66041-30070

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 01/02/2018

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 28, 2017 (this “Security Agreement”), is made by **EOTFR, LLC**, a Delaware limited liability company (the “Borrower”) and **INTERNATIONAL CREATIVE MANAGEMENT PARTNERS LLC**, a Delaware limited liability company (“ICMP”; together with Borrower, each a “Grantor” and together the “Grantors”), in favor of **CITY NATIONAL BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit, Security, Guaranty and Pledge Agreement referred to below).

**WHEREAS**, the Borrower, the Guarantors party thereto, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Credit, Security, Guaranty and Pledge Agreement, dated as of December 28, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”); and

**WHEREAS**, the Credit Agreement requires the Grantors to execute and deliver this Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** 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 Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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, in each case, solely to the extent constituting Collateral of such Grantor (the “Trademark Collateral”):

- (i) all of its Trademarks, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

**SECTION 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Security Agreement is made for collateral purposes only. At such time as Payment in Full of the Obligations occurs, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Grantors, at the Grantors’

request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof and of the Credit Agreement.

**SECTION 4. Counterparts.** This Security 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 counterpart of a signature page of this Security Agreement by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

**SECTION 5. Governing Law.** This Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

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IN WITNESS WHEREOF, the Grantors have caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EOTFR, LLC**

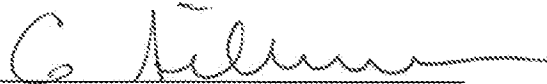
By: 

Name: Chris Silbermann  
Title: Managing Partner

**INTERNATIONAL CREATIVE MANAGEMENT  
PARTNERS LLC**

By: ICE PARTNERS LLC  
Its: Managing Member

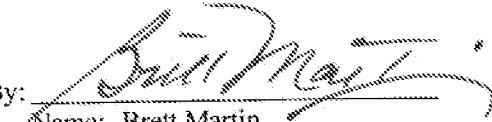
By: EOTFR, LLC  
Its: Managing Member

By:   
Name: Chris Silbermann  
Title: Managing Partner

Acknowledged and agreed to  
as of the date hereof:

ADMINISTRATIVE AGENT:

CITY NATIONAL BANK

By:   
Name: Brett Martin  
Title: Senior Vice President

**SCHEDULE I**

**U.S. Trademarks**

<b>REGISTERED OWNER</b>	<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
<b>EOFTR, LLC</b>	<b>ICM PARTNERS</b>	4423892	10/29/13
<b>EOFTR, LLC</b>	<b>ICM COMMUNITY PARTNERS FOUNDATION (and design)</b>	4573260	7/22/2014
<b>International Creative Management Partners LLC</b>	<b>ICM</b>	2374330	8/8/2000
<b>International Creative Management Partners LLC</b>	<b>ICM</b>	1168641	9/8/1981
<b>International Creative Management Partners LLC</b>	<b>ICM</b>	1716316	9/15/1992
<b>International Creative Management Partners LLC</b>	<b>ICM</b>	1037016	3/30/1976
<b>International Creative Management Partners LLC</b>	<b>ICM</b>	2099122	9/23/1997
<b>International Creative Management Partners LLC</b>	<b>ICM</b>	3076988	4/4/2006
<b>International Creative Management Partners LLC</b>	<b>INTERNATIONAL CREATIVE MANAGEMENT, INC.</b>	1037015	3/30/1976
<b>International Creative Management Partners LLC</b>	<b>INTERNATIONAL CREATIVE MANAGEMENT</b>	3475255	7/29/2008