

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460487

|                                                                                                                                                                                                 |                                            |                       |                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------|----------------------------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                             |                       |                                        |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | Security Agreement                         |                       |                                        |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                            |                       |                                        |
| <b>Name</b>                                                                                                                                                                                     | <b>Formerly</b>                            | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Evolution Media Capital LLC                                                                                                                                                                     |                                            | 02/01/2018            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                            |                       |                                        |
| <b>Name:</b>                                                                                                                                                                                    | Bank of America, N.A., as Collateral Agent |                       |                                        |
| <b>Street Address:</b>                                                                                                                                                                          | 901 Main Street, 14th Floor                |                       |                                        |
| <b>City:</b>                                                                                                                                                                                    | Dallas                                     |                       |                                        |
| <b>State/Country:</b>                                                                                                                                                                           | TEXAS                                      |                       |                                        |
| <b>Postal Code:</b>                                                                                                                                                                             | 75202                                      |                       |                                        |
| <b>Entity Type:</b>                                                                                                                                                                             | Bank: UNITED STATES                        |                       |                                        |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                            |                       |                                        |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                              | <b>Word Mark</b>      |                                        |
| <b>Serial Number:</b>                                                                                                                                                                           | 87668989                                   | EVOLUTION MEDIA       |                                        |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                            |                       |                                        |
| <b>Fax Number:</b>                                                                                                                                                                              | 8009144240                                 |                       |                                        |
| <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>                                                                                                                                                                                   | 614-280-3566                               |                       |                                        |
| <b>Email:</b>                                                                                                                                                                                   | james.murray@wolterskluwer.com             |                       |                                        |
| <b>Correspondent Name:</b>                                                                                                                                                                      | James Murray                               |                       |                                        |
| <b>Address Line 1:</b>                                                                                                                                                                          | 4400 Easton Commons Way, Suite 125         |                       |                                        |
| <b>Address Line 2:</b>                                                                                                                                                                          | CT Corporation                             |                       |                                        |
| <b>Address Line 4:</b>                                                                                                                                                                          | Columbus, OHIO 43219                       |                       |                                        |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Doris Ka                                   |                       |                                        |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Doris Ka/                                 |                       |                                        |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 02/01/2018                                 |                       |                                        |
| <b>Total Attachments: 6</b>                                                                                                                                                                     |                                            |                       |                                        |
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of February 1, 2018, by and among **EVOLUTION MEDIA CAPITAL LLC** (the “Grantor”) and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to the Pledge and Security Agreement, dated as of December 17, 2014 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “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 Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the 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, to secure the prompt and complete payment and performance of all Secured Obligations, a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of such Grantor (collectively, “Trademark Collateral”):

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

SECTION 3. 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 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 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the collateral pledge, grant, assignment, lien and security interest granted hereunder on the Collateral described herein shall be automatically released and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor upon the Grantor’s request an instrument in writing in recordable form evidencing and effectuating such releasing the collateral pledge, grant, assignment, lien and security interest in such Collateral in accordance with the 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 may be subject to the provisions of any applicable Intercreditor Agreement. In the event of any conflict among the terms of any such Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENTT 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.]**

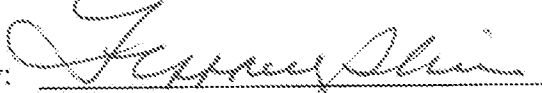
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EVOLUTION MEDIA CAPITAL LLC

By:   
Name: Jeffrey M. Freedman  
Title: General Counsel  
ve

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: 

Name: Tiffany Shin  
Title: Vice President

TRADEMARK

REEL: 006263 FRAME: 0750

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

|    | <b>Owner</b>                   | <b>Trademark</b> | <b>Serial No.</b> | <b>Filing Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|----|--------------------------------|------------------|-------------------|--------------------|-----------------|------------------|
| 1. | Evolution Media<br>Capital LLC | EVOLUTION MEDIA  | 87668989          | 11/02/2017         |                 |                  |

### 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):**

Evolution Media Capital LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) February 1, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 901 Main Street, 14th Floor

City: Dallas

State: TX

Country: USA Zip: 75202

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

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

87668989

B. Trademark Registration No.(s)

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: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1499

Email Address: dka@cahill.com

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

1

**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:**



Signature

February 1, 2018

Date

Doris Ka

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