

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ICR Operations, LLC		03/26/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSP Agency, LLC, as Administrative Agent		
<b>Street Address:</b>	9 West 57th Street, Suite 4920		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5314604	WELCOME TO THE ARENA	
<b>Registration Number:</b>	5314603	WHEN YOU MEAN BUSINESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
	<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>	9192868000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 Carrington Mill Blvd., Suite 400		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	043409.07		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	03/27/2018		
<b>Total Attachments: 5</b>			
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## Intellectual Property Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of March 26, 2018 (this “Security Agreement”), is made by ICR OPERATIONS, LLC, a Delaware limited liability company (the “Grantor”), in favor of BSP AGENCY, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, the other Loan Parties from time to time party thereto, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of March 26, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of other Persons have entered into the Guaranty and Security Agreement, dated as of March 26, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor 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 Grantor hereby agrees as follows:

**Section 1 Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2 Grant of Security Interest in 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 Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, assign and transfer to the Administrative Agent, and grant to the Administrative Agent, its successors and its assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets, properties and rights now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all Trademarks, Trademark licenses, and all renewals thereof, including those listed on Schedule I hereto;
- (ii) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks;

- (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation thereof; and
- (iv) all income, royalties, damages, proceeds and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement, dilution or other violation thereof.

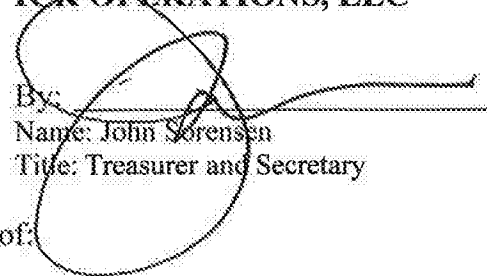
**Section 3 Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that 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 Guaranty and Security Agreement. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4 Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 5 Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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.

**ICR OPERATIONS, LLC**

By:   
Name: John Sorensen  
Title: Treasurer and Secretary

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**BSP AGENCY, LLC, as Administrative Agent**

By: \_\_\_\_\_  
Name:  
Title:

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.

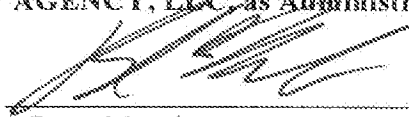
**ICR OPERATIONS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**BSP AGENCY, LLC as Administrative Agent**

By:   
Name: Bryan Martoken  
Title: Chief Financial Officer

**SCHEDULE I**

**Trademarks**

**ICR Operations, LLC  
(Delaware Limited Liability Company)**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
WELCOME TO THE ARENA	5314604	10/24/17
WHEN YOU MEAN BUSINESS	5314603	10/24/17

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