

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471437

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fuse, LLC		04/26/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87403694	WE THE DREAMERS	
<b>Serial Number:</b>	87642363	HIP HOP HOUDINI	
<b>Serial Number:</b>	87566078	TRIVIAL TAKEDOWN	
<b>Serial Number:</b>	87703661	THE HOLLYWOOD PUPPET SHOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134522329		
<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>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1155735-0082-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	04/26/2018		
<b>Total Attachments: 5</b>			
source=2018 - FUSE Supplemental Trademark Security Agreement - Execution Version#page1.tif			

CH \$115.00 87403694

source=2018 - FUSE Supplemental Trademark Security Agreement - Execution Version#page2.tif

source=2018 - FUSE Supplemental Trademark Security Agreement - Execution Version#page3.tif

source=2018 - FUSE Supplemental Trademark Security Agreement - Execution Version#page4.tif

source=2018 - FUSE Supplemental Trademark Security Agreement - Execution Version#page5.tif

## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

---

This Supplemental Trademark Security Agreement (this “Supplemental Trademark Security Agreement”), dated as of April 26, 2018, by Fuse, LLC, a Delaware limited liability company (the “Pledgor”), and Jefferies Finance LLC, in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”) pursuant to the Credit Agreement, dated as of July 1, 2014, among Fuse Media, LLC (formerly known as SiTV Media, LLC), the Borrowers party thereto, the Collateral Agent, in its capacity as administrative agent, and the lending institutions and other entities from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

### W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement of even date with the Credit Agreement (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor 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 Pledgor hereby pledges and grants to the Collateral Agent for the ratable 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 such Pledgor (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Pledgor, including as listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets); and
- (d) all causes of action arising prior to or after the date hereof for infringement of any of the trademarks or unfair competition regarding the same.

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark

Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

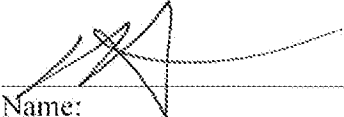
SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations for which no claim or demand has been made and that, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof), upon written request of the Pledgor, the Collateral Agent shall (at such Pledgor's sole cost and expense) execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Pledgor's Trademarks under this Supplemental Trademark Security Agreement.

[Signature Page Follows]

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

Fuse, LLC, as Pledgor

By:

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

Accepted and Agreed:

**JEFFERIES FINANCE LLC**, as Collateral Agent

By: Paul Chis  
Name: Paul Chisholm  
Title: Managing Director

SCHEDULE 1  
to  
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

**Fuse, LLC**

No.	Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
1.	Fuse, LLC	WE THE DREAMERS	87403694	April 4, 2017	5342773	Nov. 21, 2017
2.	Fuse, LLC	HIP HOP HOUDINI	87642363	Oct. 11, 2017		
3.	Fuse, LLC	TRIVIAL TAKEDOWN	87566078	Aug. 11, 2017		
4.	Fuse, LLC	THE HOLLYWOOD PUPPET SHOW	87703661	Nov. 30, 2017		