

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472032

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WASSERMAN MEDIA GROUP, LLC		04/30/2018	Limited Liability Company: DELAWARE
CYCLE COLLECTIVE, LLC (formerly known as MCN Productions, LLC)	FORMERLY MCN Productions, LLC	04/30/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CIT BANK, N.A. (formerly known as OneWest Bank N.A.), as administrative agent
<b>Street Address:</b>	75 N. FAIR OAKS AVENUE
<b>City:</b>	PASADENA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91103
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87506964	W
Serial Number:	87506956	PUSH POSSIBLE
Serial Number:	87506971	TEAMWASS
Serial Number:	87686464	MAKE AMAZING SH!T
Serial Number:	87686462	MAKE AMAZING SH!T
Serial Number:	87686465	C
Serial Number:	87686478	CYCLE
Serial Number:	87686472	CYCLE
Serial Number:	87686468	CYCLE

## CORRESPONDENCE DATA

Fax Number: 3129021061

*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.*

Phone: 312-577-8446

Email: vickie.lee@kattenlaw.com

Correspondent Name: VICKIE LEE c/o KATTEN MUCHIN ROSENMAN

TRADEMARK

**Address Line 1:** 525 WEST MONROE STREET  
**Address Line 4:** CHICAGO, ILLINOIS 60601-3693

**NAME OF SUBMITTER:** VICKIE LEE

**SIGNATURE:** /VICKIE LEE/

**DATE SIGNED:** 05/01/2018

**Total Attachments: 4**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT dated as of April 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Wasserman Media Group, LLC, a Delaware limited liability company (“**Wasserman Media**”), and Cycle Collective, LLC (formerly known as MCN Productions, LLC), a Delaware limited liability company (together with Wasserman Media, the “**Grantors**”), in favor of CIT BANK, N.A. (formerly known as OneWest Bank N.A.), as administrative agent (in such capacity, the “**Agent**”) for the lenders from time to time party to that certain Second Amended and Restated Credit Agreement dated as of April 12, 2016 among Wasserman Media, the lenders from time to time party thereto (the “**Lenders**”, and collectively with the Agent, the “**Secured Parties**”) (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

The Lenders have agreed to extend credit to Wasserman Media, subject to the terms and conditions set forth in the Credit Agreement. As a condition precedent to the obligation of the Lenders to make their respective extensions of credit to Wasserman Media under the Credit Agreement, each of the Grantors has executed and delivered that certain Amended and Restated Guarantee and Security Agreement, dated as of April 12, 2016 in favor of the Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Under the terms of the Security Agreement, each of the Grantors has granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each of the Grantors, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title or interest in or to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I (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), together with the goodwill symbolized thereby (the “**Trademarks**”).

**SECTION 3. Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Secured Parties pursuant to the Security Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

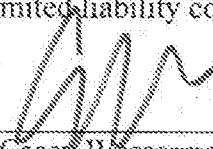
**SECTION 4. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

**SECTION 5. Execution In Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above .

**WASSERMAN MEDIA GROUP, LLC, a**  
Delaware limited liability company

By:   
Name: Casey Wasserman  
Title: Chief Executive Officer

**CYCLE COLLECTIVE, LLC, a Delaware**  
limited liability company

By:   
Name: Casey Wasserman  
Title: President

Trademark Security Agreement

**Schedule I**

Grantor	Title	Filing Date / Issued Date	Status	Application / Registration No.
Wasserman Media Group, LLC	W Logo	6/27/2017	Pending	Serial No. 87506964
Wasserman Media Group, LLC	PUSH POSSIBLE	6/27/2017	Pending	Serial No. 87506956
Wasserman Media Group, LLC	TEAMWASS	6/27/2017	Pending	Serial No. 87506971
Cycle Collective, LLC	Make Amazing SH!T	11/15/2017	Pending	Serial No. 87686464
Cycle Collective, LLC	Make Amazing SH!T logo	11/15/2017	Pending	Serial No. 87686462
Cycle Collective, LLC	C stylized	11/15/2017	Pending	Serial No. 87686465
Cycle Collective, LLC	Cycle	11/15/2017	Pending	Serial No. 87686478
Cycle Collective, LLC	Cycle stylized	11/15/2017	Pending	Serial No. 87686472
Cycle Collective, LLC	Cycle logo	11/15/2017	Pending	Serial No. 87686468