

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Screenvision, LLC		07/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4150769		
Registration Number:	5224156	IMPACT LIKE NO OTHER	
Registration Number:	4238973	SCREENFANZ	
Registration Number:	2635252	SCREENVISION	
Registration Number:	4051308	SCREENVISION ALL ACCESS RED CARPET PREMI	
Registration Number:	4337754	SCREENVISION	
Registration Number:	5317714	SCREENVISION MEDIA	
Registration Number:	5064303	SV	
Registration Number:	5072972	SV SCREEN VISION MEDIA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111779-5997-S216		

CH \$240.00 4150769

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	07/02/2018
Total Attachments: 5 source=Project Sequel - Trademark Security Agreement (Executed) (003)#page1.tif source=Project Sequel - Trademark Security Agreement (Executed) (003)#page2.tif source=Project Sequel - Trademark Security Agreement (Executed) (003)#page3.tif source=Project Sequel - Trademark Security Agreement (Executed) (003)#page4.tif source=Project Sequel - Trademark Security Agreement (Executed) (003)#page5.tif	

SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 2, 2018, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH (“DBNY”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, SEQUEL MERGER SUB II LLC, a Delaware limited liability company (“Merger Sub”), SCREENVISION, LLC, a Delaware limited liability company (the “Company” or, following the Merger, the “Borrower”), DEUTSCHE BANK AG NEW YORK BRANCH (“DBNY”), as Administrative Agent, Collateral Agent and L/C Issuer, DEUTSCHE BANK SECURITIES INC., as Lead Arranger and Bookrunner, and each lender from time to time party thereto, have entered into the Credit Agreement dated as of July 2, 2018, (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and

(c) 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 (in the case of Trademarks).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SCREENVISION, LLC,
as Initial Grantor

By: 

Name: Kevin J. Neary

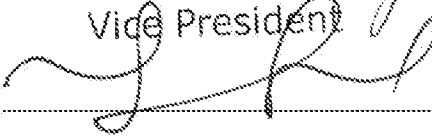
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Screenvision)]

TRADEMARK
REEL: 006370 FRAME: 0218

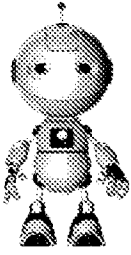
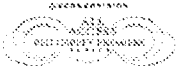



DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Alicia Schug
Title: Vice President

By: 
Name: Maria Guinchard
Title: Vice President

SCHEDULE A

United States Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Screenvision, LLC	Design Only 	4150769
Screenvision, LLC	IMPACT LIKE NO OTHER	5224156
Screenvision, LLC	SCREENFANZ	4238973
Screenvision, LLC	SCREENVISION	2635252
Screenvision, LLC	SCREENVISION ALL ACCESS RED CARPET PREMIERE SERIES 	4051308
Screenvision, LLC	SCREENVISION and Design 	4337754
Screenvision, LLC	SCREENVISION MEDIA	5317714
Screenvision, LLC	SV 	5064303
Screenvision, LLC	SV SCREEN VISION MEDIA 	5072972