

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM496101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frischkorn Audio-Visual Corp.		10/25/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CPPIB Credit Investments Inc.		
<b>Street Address:</b>	One Queen Street East		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5C 2W5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4554423	MEDIACO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	046660-0100		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	10/31/2018		
<b>Total Attachments: 4</b>			
source=PSAV - First Lien Trademark Security Agreement Canadian Grantor#page1.tif			
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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2018, (this “**Agreement**”) is made by Frischkorn Audio-Visual Corp. (the “**Grantor**”), in favor of CPPIB Credit Investments Inc., in its capacity as collateral agent for the Secured Parties under the Canadian Security Agreement referred to below (the “**First Lien Agent**”).

WHEREAS, pursuant to that certain First Lien Pledge and Canadian Security Agreement dated as of October 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Canadian Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Canadian Security Agreement), among the Grantor, the First Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the First Lien Term Loan Agreement), the Grantor has pledged, mortgaged, hypothecated and granted to the First Lien Agent a continuing security interest all of its right, title and interest in, to and under all Trademarks, including, without limitation, the issued Trademark registrations and Trademark applications listed on Schedule I hereto solely to the extent the same constitute Collateral (collectively, the “**Trademark Collateral**”).

NOW, THEREFORE, for the consideration set forth herein and in the Canadian Security Agreement, the parties hereby agree that the Grantor, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, hereby pledges, mortgages, hypothecates and grants to the First Lien Agent, its successor and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Trademark Collateral.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this Agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the First Lien Term Loan Agreement). The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the First Lien Agent for the Secured Parties pursuant to the Canadian Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Canadian Security Agreement, the terms of the Canadian Security Agreement shall govern.

[Signature Pages Follow]

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

**FRISCHKORN AUDIO-VISUAL CORP.**

By: WZB  
Name: William Brown  
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

CPIB CREDIT INVESTMENTS INC.

as First Lien Agent

By: \_\_\_\_\_

Name: David Colla

Title: Authorized Signatory

By: \_\_\_\_\_

Name: Hetal Patel

Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

**Schedule I  
Trademarks**

1. U.S. Trademark Registrations

No.	Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Grantor
1.	MEDIACO	4554423	6/24/2014	85906677	4/17/2013	Frischkorn Audio- Visual Corp.