

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNDANCE HOLDINGS GROUP, L.L.C.		11/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KAYNE SENIOR CREDIT III LOANCO, LLC		
Street Address:	150 North Riverside Suite 2010		
Internal Address:	Attention: Jacoub Youakim; Rula Urso		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77525068	RURAL ROUTE 3	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Sean M. Apfelbaum		
Address Line 1:	35 W. Wacker Drive		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	15004.2		
NAME OF SUBMITTER:	Sean M. Apfelbaum		
SIGNATURE:	/Sean M. Apfelbaum by trademarkny/		
DATE SIGNED:	11/01/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2018, is between **SUNDANCE HOLDINGS GROUP, L.L.C.**, a Delaware limited liability company (the “Grantor”), and **KAYNE SENIOR CREDIT III LOANCO, LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Security Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor entered into that certain Credit Agreement, dated as of November 1, 2018 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Sundance Direct Merger Sub, LLC, a Delaware limited liability company (“Merger Sub”; who will be merged with and into Holdings and whose rights and obligations will be assumed by Grantor, in each case, immediately following the initial Loans under the Credit Agreement and the consummation of the Closing Date Merger), Grantor, Sundance Holding Company, LLC, a Delaware limited liability company (“Holdings”), the other Guarantors party thereto from time to time, the Grantee and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to the Borrower thereunder, including the Grantor, by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement, dated as of November 1, 2018 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Merger Sub, Grantor, Holdings, the other Persons party thereto as “Grantors” from time to time, and Grantee, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in all of its Collateral, including all right, title and interest of Grantor in and to the Trademark Collateral (as hereinafter defined), to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure payment of the Obligations, a continuing security interest in all of Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter acquired and whether presently existing or hereafter arising:

- (1) each Trademark registration and Trademark application owned by Grantor, set forth on **Schedule 1** annexed hereto;
- (2) all goodwill of the business associated with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between any provision of this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement will control.

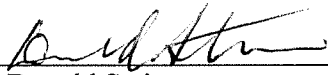
Upon the payment in full of the Obligations, at the request of the Grantor, the Grantee shall execute, acknowledge, and deliver to the Grantor a written instrument in recordable form releasing the collateral pledges, grants, liens and security interests in the Trademark Collateral under this Trademark Security Agreement.

Sections 12.9 (*Governing Law*), 12.12 (*Counterparts*) and 12.13 (*Waiver of Jury Trial*) of the Credit Agreement are hereby incorporated by reference *mutatis mutandis*.

[Remainder of page intentionally left blank; signature page follows.]

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

SUNDANCE HOLDINGS GROUP, L.L.C.,
a Delaware limited liability company

By: 
Name: Donald Steiner
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement (Sundance)]

TRADEMARK
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Acknowledged:

KAYNE SENIOR CREDIT III LOANCO, LLC,
a Delaware limited liability company, as Administrative Agent

By 

Name: Ken Leonard

Title: Managing Partner

[Signature Page to Trademark Security Agreement (Sundance)]

TRADEMARK
REEL: 006473 FRAME: 0753

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Name of Owner	Trademark	Application / Registration Number	Registration Date
Sundance Holdings Group, L.L.C.	Rural Route 3	77-525068	07/17/2008

U.S. TRADEMARK APPLICATIONS

None.