

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SummitMedia, LLC		11/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4998211	WHAT THE FOTSCH?!	
Registration Number:	3997447	WNOX	
Registration Number:	2064353	Z-92	
Registration Number:	2080504	KEZO	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	40106-30500		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/02/2018		
Total Attachments: 4			

CH \$115.00 4998211

source=SummitMedia_ Trademark Security Agreement (2018) (Executed) 237228986_1#page1.tif
source=SummitMedia_ Trademark Security Agreement (2018) (Executed) 237228986_1#page2.tif
source=SummitMedia_ Trademark Security Agreement (2018) (Executed) 237228986_1#page3.tif
source=SummitMedia_ Trademark Security Agreement (2018) (Executed) 237228986_1#page4.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 1, 2018 by and from SummitMedia, LLC, a Delaware limited liability company (the "Grantor") to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, SummitMedia, LLC (the "Borrower"), SummitMedia Member, LLC ("Parent"), the Lenders and the Grantee have entered into a Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") which Credit Agreement amends and restates that certain Amended and Restated Credit Agreement, dated as of July 21, 2016, among the Parent, the Borrower, certain of the Lenders and the Grantee (as amended, supplemented or otherwise modified prior to the effectiveness of the Credit Agreement, the "Previous Credit Agreement"), which Previous Credit Agreement amended and restated that certain Credit Agreement, dated as of May 3, 2013, among the Parent, the Borrower, certain of the Lenders and the Grantee (as amended, supplemented or otherwise modified prior to the effectiveness of the Previous Credit Agreement, the "Initial Credit Agreement").

WHEREAS, the Borrower, Parent and certain other Loan Parties have entered into a Security Agreement with the Grantee dated as of May 3, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations and (to the extent provided in the Security Agreement) their Affiliates. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), the Grantee shall promptly, upon such

satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant shall be construed in accordance with the internal laws (without regard to the conflict of law provisions) of the State of New York, but giving effect to federal laws applicable to national banks.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

SUMMITMEDIA, LLC

By: 

Name: Carl Parmer

Title: Manager

Confirmatory Grant of Security Interest In United States Trademarks
(SummitMedia, LLC)

TRADEMARK
REEL: 006474 FRAME: 0167

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK	REG. NUMBER	REG. DATE
WHAT THE FOTSCH?!	4,998,211	July 12, 2016
WNOX	3,997,447	July 19, 2011
Z-92	2,064,353	May 27, 1997
KEZO	2,080,504	July 22, 1997