

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cast & Crew Payroll, LLC		02/07/2019	Limited Liability Company: DELAWARE
Cast & Crew Production Software, LLC		02/07/2019	Limited Liability Company: DELAWARE
Talent Acquisitions, LLC		02/07/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	60 Livingston Avenue		
Internal Address:	EP-MN-WS3C		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	5064367	BIG BREAK	
Registration Number:	4270975	CAPS	
Registration Number:	4882331	CAPS C-PAS	
Registration Number:	4531574	CAPS ETRAIN	
Registration Number:	4531573	CAPS ETRAIN	
Registration Number:	4143752	CAPS PAY	
Registration Number:	1722352	CAST & CREW	
Registration Number:	4899351	CAST & CREW	
Registration Number:	4862622	CAST & CREW LIFE SERVICES	
Registration Number:	4862624	CAST & CREW LIFE SERVICES	
Registration Number:	4862626	CAST & CREW LIFE SERVICES	
Registration Number:	4862628	CAST & CREW OPEN HEALTH	
Registration Number:	4862629	CAST & CREW OPEN HEALTH	
Registration Number:	4878165	C-PAS	

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Property Type	Number	Word Mark
Registration Number:	4396452	CREWWARE
Registration Number:	1722351	
Registration Number:	3502187	
Registration Number:	3291735	FINAL DRAFT
Registration Number:	2108793	FINAL DRAFT
Registration Number:	5130415	HOURS+
Registration Number:	2329223	JUST ADD WORDS
Registration Number:	3879902	LAJIT
Registration Number:	3845552	LAJIT TECHNOLOGIES
Registration Number:	4169895	ONSET
Registration Number:	4898693	PSL
Registration Number:	4898694	PSL
Registration Number:	5161928	START+
Registration Number:	4278515	FINAL DRAFT READER
Registration Number:	4345935	FINAL DRAFT WRITER
Registration Number:	3558514	C PS UNIVERSAL THE STAR OF PAYROLL SERVI
Serial Number:	86850935	PSL+

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00029
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	02/12/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 7, 2019 (this “Agreement”), among Cast & Crew Payroll, LLC, Cast & Crew Production Software, LLC and Talent Acquisitions, LLC (each a “Grantor” and, collectively, the “Grantors”) and U.S. Bank National Association in its capacity as collateral agent for Second Lien Notes Secured Parties under the Indenture referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Indenture dated as of February 7, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among Camera Holdings LP, a Delaware limited partnership (“Initial Holdings”), Payroll Holdings, LLC, a Delaware limited liability company (“Holdings”), Camera Merger Sub III LLC, a Delaware limited liability company (the “Initial Issuer”) and Cast & Crew Payroll, LLC, a Delaware limited liability company (the “Issuer”), the guarantors party thereto from time to time and the Collateral Agent, (b) a Note Purchase Agreement dated as of February 7, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”, and together with the Indenture, the “Financing Agreements”) and (c) the Second Lien Pledge and Security Agreement dated as of February 7, 2019 (the “Security Agreement”), by and among the Issuer, Holdings, the Subsidiary Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the GS Initial Purchasers have agreed to purchase Notes from the Issuer subject to the terms and conditions set forth in the Financing Agreements; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement in as consideration for such Notes previously purchased.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 Financing Agreements, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Second Lien Notes Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Second Lien Notes Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that 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 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. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but

all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

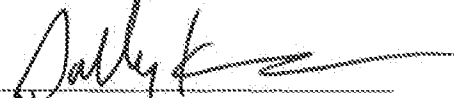
SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECOND LIEN NOTES SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

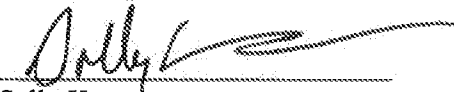
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAST & CREW PAYROLL, LLC

By: 
Name: Sally Knutson
Title: Chief Financial Officer, Secretary


CAST & CREW PRODUCTION SOFTWARE, LLC

By: 
Name: Sally Knutson
Title: Chief Financial Officer, Secretary

TALENT ACQUISITIONS, LLC

By: 
Name: Sally Knutson
Title: Chief Financial Officer, Secretary

U.S. BANK NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Richard Prokosch
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006558 FRAME: 0403

SCHEDULE I**U.S. TRADEMARK REGISTRATIONS**

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTERED OWNER	STATUS
Big Break	United States	5064367	Cast & Crew Payroll, LLC	Active
CAPS (Stylized)	United States	4270975	Talent Acquisitions, LLC	Active
CAPS C-PAS	United States	4882331	Talent Acquisitions, LLC dba CAPS	Active
CAPS eTrain	United States	4531574	Talent Acquisitions, LLC	Active
CAPS eTrain (Stylized)	United States	4531573	Talent Acquisitions, LLC	Active
CAPS Pay	United States	4143752	Talent Acquisitions, LLC	Active
Cast & Crew	United States	1722352	Cast & Crew Payroll, LLC	Active
Cast & Crew	United States	4899351	Cast & Crew Payroll, LLC	Active
Cast & Crew Life Services	United States	4862622	Cast & Crew Payroll, LLC	Active
Cast & Crew Life Services	United States	4862624	Cast & Crew Payroll, LLC	Active
Cast & Crew Life Services	United States	4862626	Cast & Crew Payroll, LLC	Active
Cast & Crew Open Health	United States	4862628	Cast & Crew Payroll, LLC	Active
Cast & Crew Open Health	United States	4862629	Cast & Crew Payroll, LLC	Active
C-PAS	United States	4878165	Talent Acquisitions, LLC	Active

Schedule

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**TRADEMARK
REEL: 006558 FRAME: 0404**

			dba CAPS	
CrewWare	United States	4396452	Cast & Crew Payroll, LLC	Active
Design Only (CC Film)	United States	1722351	Cast & Crew Payroll, LLC	Active
Design Only (Pages)	United States	3502187	Cast & Crew Production Software, LLC	Active
FINAL DRAFT	United States	3291735	Cast & Crew Production Software, LLC	Active
FINAL DRAFT	United States	2108793	Cast & Crew Production Software, LLC	Active
Hours+	United States	5130415	Cast & Crew Payroll, LLC	Active
Just Add Words	United States	2329223	Cast & Crew Production Software, LLC	Active
LAJIT	United States	3879902	Talent Acquisitions, LLC	Active
LAJIT Technologies	United States	3845552	Talent Acquisitions, LLC	Active
OnSet	United States	4169895	Cast & Crew Payroll, LLC	Active
PSL	United States	4898693	Cast & Crew Payroll, LLC	Active
PSL	United States	4898694	Cast & Crew Payroll, LLC	Active
START+	United States	5161928	Cast & Crew Payroll, LLC	Active
FINAL DRAFT READER	United States	4278515	Cast & Crew Production Software, LLC	Active
FINAL DRAFT	United States	4345935	Cast & Crew Production	Active

Schedule

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TRADEMARK
REEL: 006558 FRAME: 0405

WRITER			Software, LLC	
C PS UNIVERSAL THE STAR OF PAYROLL SERVICES	United States	3558514	Talent Acquisitions, LLC	Active

U.S. TRADEMARK APPLICATIONS

TRADEMARK	JURISDICTION	APPLICATION NUMBER	APPLICATION OWNER	STATUS
PSL+	United States	86850935	Cast & Crew Payroll, LLC	Pending

Schedule

#4830-8173-8375v3

RECORDED: 02/12/2019

TRADEMARK
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