

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
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:	Royal Bank of Canada		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Corporation: CANADA		
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	
Registration Number:	4396452	CREWWARE	

OP \$790.00 5064367

Property Type	Number	Word Mark
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: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	02/08/2019

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Cast & Crew Payroll, LLC
2. Cast & Crew Production Software, LLC
3. Talent Acquisitions, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other 1. LLC-DE; 2. LLC-DE; 3. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 7, 2019

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Royal Bank of Canada

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Canada
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paraiegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

February 7, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 Royal Bank of Canada in its capacity as administrative agent and collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of February 7 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), 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 Borrower”) and Cast & Crew Payroll, LLC, a Delaware limited liability company (the “Borrower”), the lenders and issuing banks from time to time party thereto and the Administrative Agent and (b) the First Lien Pledge and Security Agreement dated as of February 7 2019 (the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement in as consideration for such extensions of credit.

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 Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the 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 Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. 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,

**CAST & CREW PRODUCTION SOFTWARE,
LLC,**

TALENT ACQUISITIONS, LLC,

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

ROYAL BANK OF CANADA, as Collateral Agent

By: _____

Name:

Title:

Susan Khokher

Manager, Agency

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK

REEL: 006558 FRAME: 0462

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 dba CAPS	Active

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTERED OWNER	STATUS
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

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTERED OWNER	STATUS
FINAL DRAFT WRITER	United States	4345935	Cast & Crew Production Software, LLC	Active
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