

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513436

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|-----------------------------------|---|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement Supplement No. 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IMG College Licensing, LLC | | 03/08/2019 | Limited Liability Company: GEORGIA |
| IMG College Premium Events, LLC | | 03/08/2019 | Limited Liability Company: DELAWARE |
| IMG College, LLC | | 03/08/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank AG New York Branch, as collateral agent | | |
| Street Address: | 60 Wall Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Banking Corporation: GERMANY | | |
| PROPERTY NUMBERS Total: 28 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1891319 | CLC | |
| Registration Number: | 5150008 | CLC INSIGHTS | |
| Registration Number: | 3190259 | COLLEGE COLORS DAY | |
| Registration Number: | 4446389 | COLLEGE COLORS | |
| Registration Number: | 3163116 | COLLEGE VAULT | |
| Registration Number: | 2071504 | COLLEGIATE LICENSING COMPANY CLC | |
| Registration Number: | 4502627 | CONNECTING PASSIONATE FANS TO COLLEGE BR | |
| Registration Number: | 5239189 | CV | |
| Registration Number: | 4997133 | HOLIDAY CHEER SECTION | |
| Registration Number: | 4997132 | HOLIDAY CHEER SECTION | |
| Registration Number: | 4287752 | I COLLEGE HOOPS | |
| Registration Number: | 1578038 | OFFICIALLY LICENSED COLLEGIATE PRODUCTS | |
| Registration Number: | 3221094 | OFFICIALLY LICENSED COLLEGIATE PRODUCTS | |
| Registration Number: | 4664355 | ROCK YOUR COLORS | |
| Registration Number: | 4595449 | ROCK YOUR COLORS | |

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| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------------|
| Registration Number: | 4641636 | SATURDAY RITUAL |
| Registration Number: | 4091998 | SECTION 101 |
| Registration Number: | 4997134 | SPREAD CHEER WITH COLLEGE GEAR |
| Registration Number: | 4997136 | SPREAD CHEER WITH COLLEGE GEAR |
| Registration Number: | 1891318 | THE COLLEGIATE LICENSING COMPANY |
| Registration Number: | 3687577 | THE QUAD |
| Serial Number: | 85611551 | STUDENT SECTION |
| Registration Number: | 4551064 | PARTY BOX |
| Registration Number: | 2997757 | AMERICA'S HOME FOR COLLEGE SPORTS |
| Registration Number: | 2152121 | ISP |
| Registration Number: | 2242390 | ISP |
| Registration Number: | 4646072 | PLAYMAKER'S CLUB |
| Registration Number: | 1660161 | VIDEOSEAT |

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1111779-2669-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 03/08/2019

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2

This SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2 is entered into as of March 8, 2019, this (“Trademark Security Agreement Supplement”), among IMG College Licensing, LLC, a Georgia limited liability company, IMG College Premium Events, LLC, a Delaware limited liability company and IMG College, LLC, a Delaware limited liability company (each, a “Grantor” and, together, the “Grantors”) and Deutsche Bank AG New York Branch (“DBNY”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to Learfield Communications, LLC, a Delaware limited liability company (the “**Borrower**”) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among, the Borrower, A-L Group Holdings LLC, a Delaware limited liability company (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Second Lien Lenders**”) and DBNY, in its capacities as administrative agent and collateral agent for the lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantors and the Collateral Agent have entered into that certain Second Lien Trademark Security Agreement, dated as of December 1, 2016 (as amended by that certain Second Lien Trademark Security Agreement Supplement, dated as of November 16, 2017 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by such Trademark registrations and registration applications;
- C. all assets, rights and interests that uniquely reflect or embody such Trademark registrations and registration applications;

D. the right to sue third parties for past, present and future infringements of such Trademark registrations and registration applications; and

E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

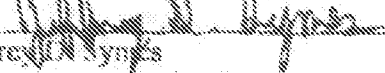
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

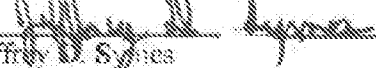
[Signature Pages Follow]

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

IMG COLLEGE LICENSING, LLC

By: 
Name: Jeffrey D. Symes
Title: Chief Accounting Officer

IMG COLLEGE PREMIUM EVENTS, LLC

By: 
Name: Jeffrey D. Symes
Title: Chief Accounting Officer

IMG COLLEGE, LLC

By: 
Name: Jeffrey D. Symes
Title: Chief Accounting Officer



DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Yumi Okabe
Title: Vice President

By: 
Name: Alicia Schug
Title: Vice President

SCHEDULE I**TRADEMARKS**

| Trademark | Registration or Application Number | Registered Owner |
|---|---|----------------------------|
| CLC | 1891319 | IMG College Licensing, LLC |
| CLC INSIGHTS | 5150008 | IMG College Licensing, LLC |
| COLLEGE COLORS | 4446389 | IMG College Licensing, LLC |
| COLLEGE COLORS DAY | 3190259 | IMG College Licensing, LLC |
| COLLEGE COLORS DAY | 4446389 | IMG College Licensing, LLC |
| COLLEGE VAULT | 3163116 | IMG College Licensing, LLC |
| COLLEGIATE LICENSING COMPANY CLC and Design | 2071504 | IMG College Licensing, LLC |
| CONNECTING PASSIONATE FANS TO COLLEGE BRANDS | 4502627 | IMG College Licensing, LLC |
| CV | 5239189 | IMG College Licensing, LLC |
| HOLIDAY CHEER SECTION | 4997133 | IMG College Licensing, LLC |
| HOLIDAY CHEER SECTION | 4997132 | IMG College Licensing, LLC |
| I COLLEGE HOOPS and DESIGN | 4287752 | IMG College Licensing, LLC |
| OFFICIALLY LICENSED COLLEGIATE PRODUCTS and Design | 1578038 | IMG College Licensing, LLC |
| OFFICIALLY LICENSED COLLEGIATE PRODUCTS and Design | 3221094 | IMG College Licensing, LLC |
| ROCK YOUR COLORS | 4664355 | IMG College Licensing, LLC |
| ROCK YOUR COLORS | 4595449 | IMG College Licensing, LLC |
| SATURDAY RITUAL | 4641636 | IMG College Licensing, LLC |
| SECTION 101 | 4091998 | IMG College Licensing, LLC |
| SPREAD CHEER WITH COLLEGE GEAR | 4997134 | IMG College Licensing, LLC |
| SPREAD CHEER WITH COLLEGE GEAR | 4997136 | IMG College Licensing, LLC |
| STUDENT SECTION | 85/611551 | IMG College Licensing, LLC |
| THE COLLEGIATE LICENSING COMPANY | 1891318 | IMG College Licensing, LLC |
| THE QUAD | 3687577 | IMG College Licensing, LLC |
|  | 1578038 | IMG College Licensing, LLC |

| Trademark | Registration or Application Number | Registered Owner |
|---|------------------------------------|---------------------------------|
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|  | 3221094 | IMG College Licensing, LLC |
| I ♥ COLLEGE HOOPS | 4287752 | IMG College Licensing, LLC |
| PARTY BOX | 4551064 | IMG College Premium Events, LLC |
| AMERICA'S HOME FOR COLLEGE SPORTS | 2997757 | IMG College, LLC |
| ISP | 2152121 | IMG College, LLC |
| ISP | 2242390 | IMG College, LLC |
| PLAYMAKER'S CLUB | 4646072 | IMG College, LLC |
| VIDEOSEAT | 1660161 | IMG College, LLC |