

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMG EI, LLC		04/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	Floor 2, Mail Code IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3880625	MUMMIES OF THE WORLD	
Registration Number:	3880626	MUMMIES OF THE WORLD	
Registration Number:	3874147	MUMMIES OF THE WORLD	
Registration Number:	4372781	MUMMYOLOGIST	
Registration Number:	4372782	MUMMYOLOGIST	
Registration Number:	4301650	MUMMYOLOGIST	
Registration Number:	2699424	ONESIXTYOVERNINETY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.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:	Doris Ka		

OP \$190.00 3880625

SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/04/2019
Total Attachments: 6 source=WME - First Lien Trademark Security Agreement (Supplement No. 5)(Execution)#page1.tif source=WME - First Lien Trademark Security Agreement (Supplement No. 5)(Execution)#page2.tif source=WME - First Lien Trademark Security Agreement (Supplement No. 5)(Execution)#page3.tif source=WME - First Lien Trademark Security Agreement (Supplement No. 5)(Execution)#page4.tif source=WME - First Lien Trademark Security Agreement (Supplement No. 5)(Execution)#page5.tif source=WME - First Lien Trademark Security Agreement (Supplement No. 5)(Execution)#page6.tif	

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):

IMG EI, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware, USA
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 2, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 10 S. Dearborn
Floor L2, Mail Code IL1-0480

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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 _____

B. Trademark Registration No.(s) _____

see attached 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: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 57320.1131 (1st Lien)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

7

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:



Signature

April 3, 2019

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of April 2, 2019 (this "Agreement"), among Fusion Performance Marketing, LLC and IMG Productions, Inc. (each individually, a "Grantor" and, collectively, the "Grantors") and JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WME IMG Holdings, LLC, a Delaware limited liability company ("Holdings"), WME IMG, LLC, a Delaware limited liability company ("Intermediate Holdings"), William Morris Endeavor Entertainment, LLC ("WME"), a Delaware limited liability company, IMG Worldwide Holdings, LLC, a Delaware limited liability company (as successor to Iris Merger Sub, Inc., "IMG"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Intermediate Holdings, WME, IMG, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral 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 the Trademarks listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral 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 Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral 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.

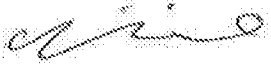
[Remainder of this page intentionally left blank]

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

IMG EI, LLC

By: 
Name: Richard Miao
Title: SVP, TREASURER

ONE SIXTY OVER NINETY, LLC

By: 
Name: Richard Miao
Title: SVP, TREASURER

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

By: 
Name: Matthew Cheung
Title: Vice President

Schedule I

Owner	Trademark Name	Registration or Application No.
IMG EI, LLC	MUMMIES OF THE WORLD	3880625
IMG EI, LLC	MUMMIES OF THE WORLD	3880626
IMG EI, LLC	MUMMIES OF THE WORLD	3874147
IMG EI, LLC	MUMMYOLOGIST	4372781
IMG EI, LLC	MUMMYOLOGIST	4372782
IMG EI, LLC	MUMMYOLOGIST	4301650
One Sixty Over Ninety, LLC	ONESIXTYOVERNINETY	2699424