

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet: Version v1.2

ETAS ID: TM519979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rolling Stone Films LLC		04/15/2019	Limited Liability Company: DELAWARE
Rolling Stone LLC		04/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2405448	CORRESPONDENCE; LOVE LETTERS & ADVICE	
Registration Number:	2405447	RANDOM NOTES	
Registration Number:	1574947	ROLLING STONE	
Registration Number:	4480394	ROLLING STONE	
Registration Number:	4617774	ROLLING STONE	
Registration Number:	4177428	ROLLING STONE	
Registration Number:	4103422	ROLLING STONE	
Registration Number:	1588810	ROLLINGSTONE	
Registration Number:	2979247	ROLLINGSTONE AUTHENTIC	
Registration Number:	5036002	ROLLING STONE FILMS	
Serial Number:	88026421	ROLLING STONE LIVE MEDIA	
Serial Number:	87663302	ROLLING STONE PRODUCTIONS	
Registration Number:	2163640	ROLLINGSTONE	
Serial Number:	88061434	ROLLINGSTONE	
Registration Number:	2447583	THE HOT LIST	

CH \$390.00 2405448

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: 3127017156

Email: ipdocket@mayerbrown.com, rassmus@mayerbrown.com,
ahintz@mayerbrown.com

Correspondent Name: Andrea L. Hintz c/o Mayer Brown LLP

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Andrea L. Hintz
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SIGNATURE:	/andrea l. hintz/
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DATE SIGNED:	04/19/2019
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) is entered into as of April 15, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and JPMorgan Chase Bank, National Association., in its capacity as Administrative Agent (the “Administrative Agent”) for the Secured Parties as defined in the Credit Agreement described below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 25, 2018 (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the “Credit Agreement”), by and among Penske Business Media, LLC, a Delaware limited liability company (the “Borrower”), the Loan Parties party thereto, certain financial institutions party thereto (each a “Lender”, and collectively, the “Lenders”) and the Administrative Agent, Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Borrower;

WHEREAS, in order to induce Administrative Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of September 25, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired or arising in favor of such Grantor (collectively, the “Trademark Collateral”):

(a) all of its Trademarks now or hereafter acquired or arising and registered and Trademarks licensed under any Licenses, to the extent permitted by such Licenses, to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent promptly (and in any event in the next compliance certificate required to be delivered under the Credit Agreement) with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of 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. This Trademark Security Agreement constitutes the entire contract among the parties

relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

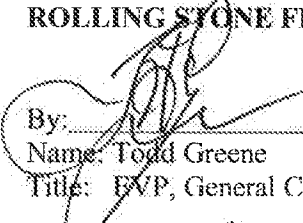
8. **TERMINATION.** This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full in cash (or with respect to any outstanding Letters of Credit, a cash deposit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

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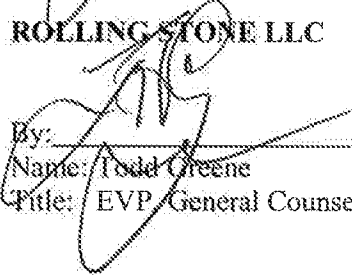
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ROLLING STONE FILMS LLC

By: 
Name: Todd Greene
Title: EVP, General Counsel and Secretary

ROLLING STONE LLC

By: 
Name: Todd Greene
Title: EVP, General Counsel and Secretary

ACKNOWLEDGED AND AGREED:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 

Name: Pete Isusquiza

Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006631 FRAME: 0628

SCHEDULE I


to

TRADEMARK SECURITY AGREEMENT

COUNTRY	TRADEMARK	INT. CL.	GOODS AND SERVICES	STATUS	APP. NO.	FILING DATE	REG. NO.	OWNER
United States	CORRESPONDENC E, LOVE LETTERS & ADVICE	16	Magazine column featuring letters to the editor	Registered	75689176	Apr-23-1999	2405448	Rolling Stone LLC
United States	RANDOM NOTES	16	Magazine column and section featuring topics on entertainment, popular culture, music and politics	Registered	75689175	Apr-23-1999	2405447	Rolling Stone LLC
United States	ROLLING STONE	16	Entertainment magazine	Registered	73801593	May-22-1989	1574947	Rolling Stone LLC
United States	ROLLING STONE	41	Providing online magazines in the fields of entertainment, popular culture, politics and music; providing a website featuring information in the fields of popular culture, politics and music; providing a website featuring entertainment information, all of the foregoing relating to the Rolling Stone publication(s)	Registered	85945960	May-30-2013	4480394	Rolling Stone LLC
United States	ROLLING STONE	43	Bar, restaurant and café services, all of the foregoing relating to Rolling Stone publication(s)	Registered	77570823	Sep-16-2008	4617774	Rolling Stone LLC
United States	ROLLING STONE	25	Clothing, namely, shirts, sweatshirts, tank tops, caps and hats, all the foregoing relating to "Rolling Stone" publications	Registered	77348952	Dec-11-2007	4177428	Rolling Stone LLC
United States	ROLLING STONE	21	Beverageware, all relating to "Rolling Stone" publications	Registered	77348901	Dec-11-2007	4103422	Rolling Stone LLC
United States	ROLLING STONE (New Logo)	16	Entertainment magazine	Registered	73801882	May-22-1989	1588810	Rolling Stone LLC



TRADEMARK

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COUNTRY	TRADEMARK	INT. CL.	GOODS AND SERVICES	STATUS	APP. NO.	FILING DATE	REG. NO.	OWNER
United States		16	Posters, calendars, art prints	Registered	78299544	Sep-12-2003	2979247	Rolling Stone, LLC
United States	ROLLING STONE FILMS	41	Entertainment services in the nature of development, creation, production, distribution, and post-production of films, relating to Rolling Stone publications; entertainment services, namely, providing non-downloadable multimedia entertainment content featuring music, current events, and pop culture distributed via various platforms across multiple forms of transmission media, relating to Rolling Stone publications.	Registered	86888852	Jan-27-2016	5036002	Rolling Stone Films LLC
United States	ROLLING STONE LIVE MEDIA	35, 41	31. Arranging and conducting business conferences, all of the foregoing relating to the Rolling Stone publication(s); 41. Arranging and conducting educational conferences; Educational services, namely, conducting conferences, classes, seminars and meetings in the fields of entertainment, popular culture, politics and music and distribution of course and educational materials in connection therewith; educational services, namely, developing, arranging, and conducting educational conferences and programs and providing courses of instruction in the fields of entertainment.	Pending	88026421	July 5, 2018		Rolling Stone LLC

TRADEMARK

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COUNTRY	TRADEMARK	INT. CL.	GOODS AND SERVICES	STATUS	APP. NO.	FILING DATE	REG. NO.	OWNER
			popular culture, politics and music; all of the foregoing relating to the Rolling Stone publication(s)					
United States	ROLLING STONE PRODUCTIONS	41	Entertainment services in the nature of development, creation, production, distribution, and post-production of films, relating to Rolling Stone publications; entertainment services, namely, providing non-downloadable multimedia entertainment content featuring music, current events, and pop culture distributed via various platforms across multiple forms of transmission media, relating to Rolling Stone publications.	Pending	87663302	Oct-27-2017		Rolling Stone LLC
United States	ROLLINGSTONE.COM and Design 	42	Providing an online magazine in the fields of popular culture, politics and music; providing information in the fields of popular culture, politics and music via computer bulletin boards, databases and interactive databases.	Registered	75247880	Feb-26-1997	2163640	Rolling Stone LLC
United States	ROLLING STONE 	16, 41	16. Magazines in the fields of entertainment, popular culture, current events, politics and music, all of the foregoing relating to the Rolling Stone publication(s); 41. Non-downloadable magazines, newsletters, articles, and columns featuring news, information and commentary in the fields of entertainment, popular culture, current events, politics and music, all of the foregoing relating to the Rolling Stone publication(s); Providing a website featuring blogs and non-	Pending	88061434	Aug-1-2018		

COUNTRY	TRADEMARK	INT. CL.	GOODS AND SERVICES	STATUS	APP. NO.	FILING DATE	REG. NO.	OWNER
			downloadable publications in the nature of articles in the fields of entertainment, popular culture, current events, politics and music, all of the foregoing relating to the Rolling Stone publication(s); providing online newsletters delivered by e-mail in the fields of entertainment, popular culture, current events, politics and music, all of the foregoing relating to the Rolling Stone publication(s)					
United States	THE HOT LIST	16	Magazine section featuring music, movies, television, beauty, fashion, sports, food, personalities and entertainment.	Registered	75822999	Oct-14-1999	2447583	Rolling Stone LLC

TRADEMARK

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RECORDED: 04/19/2019