

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DISC Intellectual Properties, LLC		05/10/2019	Limited Liability Company: CALIFORNIA
GEP Software Technologies, LLC		05/10/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Ares Capital Corporation
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5454133	CC
Registration Number:	1676962	CENEX
Registration Number:	3490354	CENTRAL CASTING
Registration Number:	1653200	CENTRAL CASTING
Registration Number:	3945237	CENTRAL CASTING EST. 1925
Registration Number:	4240614	CENTRAL CASTING EST. 1925
Registration Number:	4403565	CENTRAL CASTING EST. 1925
Registration Number:	2815057	ENTERTAINMENT PARTNERS
Registration Number:	2991598	EP
Registration Number:	5566216	EP
Registration Number:	2859999	EP ENTERTAINMENT PARTNERS
Registration Number:	2916662	EP GLOBAL VISTA
Registration Number:	4300595	EP PETTYCASHCARD
Registration Number:	4300633	EP RESIDUALS
Registration Number:	4265190	EP TIMETRAX
Registration Number:	4272631	EP TIMETRAX
Registration Number:	3880511	EP VISTA

CH \$690.00 5454133

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4176579	EP VISTA 5
Registration Number:	3952640	MM
Registration Number:	3952642	MM
Registration Number:	2178281	MOVIE MAGIC
Registration Number:	4863373	SCENECHRONIZE
Serial Number:	87059974	SMART
Registration Number:	5076590	SMARTSTART
Registration Number:	3871638	STRAIGHT OUT OF CENTRAL CASTING
Registration Number:	4226558	V5
Registration Number:	2825285	VISTA

**CORRESPONDENCE DATA**

Fax Number: 2129692900

*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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Daniel C. Pollick

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

**ATTORNEY DOCKET NUMBER:** 70578-037

**NAME OF SUBMITTER:** Daniel C. Pollick

**SIGNATURE:** /Daniel C. Pollick/

**DATE SIGNED:** 05/10/2019

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of May 10, 2019, by and among DISC Intellectual Properties, LLC (“DISC”), GEP Software Technologies, LLC (together with DISC, “Grantors”, each a “Grantor”) and Ares Capital Corporation, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

### PRELIMINARY STATEMENTS

WHEREAS, each Grantor is a party to a Pledge and Security Agreement, dated as of May 10, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantors and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of each Grantor, including the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

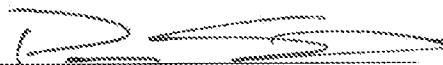
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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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.

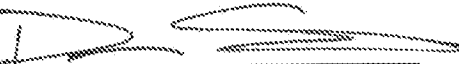
**DISC INTELLECTUAL PROPERTIES, LLC**

By: 

Name: Darren S. Seidel

Title: Executive Vice President and Chief  
Financial Officer

**GEP SOFTWARE TECHNOLOGIES, LLC**

By: 

Name: Darren S. Seidel

Title: Executive Vice President and Chief  
Financial Officer

Accepted and Agreed:

**ARES CAPITAL CORPORATION,**  
as Collateral Agent

By:   
Name: Scott Lem  
Title: Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
CC & Design	87029743	5454133	DISC Intellectual Properties, LLC
CENEX	73792437	1676962	DISC Intellectual Properties, LLC
CENTRAL CASTING	78757169	3490354	DISC Intellectual Properties, LLC
CENTRAL CASTING	74077494	1653200	DISC Intellectual Properties, LLC
CENTRAL CASTING EST. 1925 & Design	77815494	3945237	DISC Intellectual Properties, LLC
CENTRAL CASTING EST. 1925 & Design	85445961	4240614	DISC Intellectual Properties, LLC
CENTRAL CASTING EST. 1925 & Design	77815355	4403565	DISC Intellectual Properties, LLC
ENTERTAINMENT PARTNERS	78215187	2815057	DISC Intellectual Properties, LLC
EP & Design	78203283	2991598	DISC Intellectual Properties, LLC
EP & Design	86881520	5566216	DISC Intellectual Properties, LLC
EP ENTERTAINMENT PARTNERS & Design	78186739	2859999	DISC Intellectual Properties, LLC
EP GLOBAL VISTA	78056741	2916662	DISC Intellectual Properties, LLC
EP PETTYCASHCARD & Design	85650163	4300595	DISC Intellectual Properties, LLC
EP RESIDUALS & Design	85656105	4300633	DISC Intellectual Properties, LLC
EP TIMETRAX & Design	85310341	4265190	DISC Intellectual Properties, LLC
EP TIMETRAX & Design	85047667	4272631	DISC Intellectual Properties, LLC
EP VISTA & Design	77587875	3880511	DISC Intellectual Properties, LLC

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<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
EP VISTA 5 & Design	85256904	4176579	DISC Intellectual Properties, LLC
MM & Design	85064517	3952640	DISC Intellectual Properties, LLC
MM & Design	85064657	3952642	DISC Intellectual Properties, LLC
MOVIE MAGIC & Design	75302123	2178281	DISC Intellectual Properties, LLC
SCENECHRONIZE	86692477	4863373	GEP Software Technologies, LLC
SMART	87059974	N/A	DISC Intellectual Properties, LLC
SMARTSTART	86804186	5076590	DISC Intellectual Properties, LLC
STRAIGHT OUT OF CENTRAL CAST	78828991	3871638	DISC Intellectual Properties, LLC
V5 & Design	85257208	4226558	DISC Intellectual Properties, LLC
VISTA	85257208	2825285	DISC Intellectual Properties, LLC

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