

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspire Channel, LLC		10/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp.		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4314446	ASPIRE	
Registration Number:	4314447	ASPIRE	
Registration Number:	5371414	ASPIRE	
Registration Number:	5468376	BUTTER AND BROWN	
Registration Number:	5122847	COMIC EDGE	
Registration Number:	4404164	EXHALE	
Registration Number:	4422719	GET LIFTED	
Registration Number:	5262749	THE GRADUATES	
Registration Number:	5189896	MAGIC IN THE MAKING	
Registration Number:	4419451	NOW/NEXT MUSIC	
Registration Number:	4417736	ON THE REEL	
Registration Number:	5601924	SEE YOURSELF HERE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
TRADEMARK			

CH \$315.00 4314446

Correspondent Name: Raza Siddiqui
Address Line 1: 300 N. Lasalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 11553-83

NAME OF SUBMITTER: Raza Siddiqui

SIGNATURE: /razasiddiqui/

DATE SIGNED: 10/09/2019

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of October 9, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of FORTRESS CREDIT CORP., as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among MEDIABOX LLC, a Delaware limited liability company (“*Holdings*”), PMC MEDIA, LLC, a Delaware limited liability company (“*Merger Sub*” and, prior to the consummation of the Closing Date Acquisition and the Company Merger and the effectiveness of the Borrower Assumption, the “*Borrower*”), and, effective upon the consummation of the Closing Date Acquisition and the Company Merger and the effectiveness of the Borrower Assumption, UP ENTERTAINMENT, LLC, a Delaware limited liability company (the “*Company*” and, as the surviving entity of the Company Merger, the “*Borrower*”), each of the Subsidiaries of the Borrower signatory thereto as Guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), FORTRESS CREDIT CORP., as administrative agent for the Lenders, and the Collateral Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of October 9, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the “*Trademark Collateral*”), to the Collateral Agent, for

the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.


SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ASPIRE CHANNEL, LLC
a Delaware limited liability company,
as a Grantor

By: 
Name: Larry Levinson
Title: President and Treasurer

[Signature Page to Trademark Security Agreement (Aspire Channel, LLC)]

TRADEMARK
REEL: 006767 FRAME: 0295

ACCEPTED:

FORTRESS CREDIT CORP.,
as the Collateral Agent




By: 
Name: _____
Title: JASON MEYER

AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademarks

U.S. Trademarks				
Jurisdiction	Mark	Mark Type	Serial/Registration No.	Registration Date
United States	*Aspire (stylized)  (Class 38)	Design Mark	Reg. No. 4314446	April 2, 2013
United States	*Aspire (stylized)  (Class 41)	Design Mark	Reg. No. 4314447	April 2, 2013
United States	Aspire  (Class 38, 41)	Design Mark	Reg. No. 5371414	January 2, 2018
United States	Butter and Brown (Class 41)	Standard Character Mark	Reg. No. 5468376	May 15, 2018
United States	Comic Edge (Class 41)	Standard Character Mark	Reg. No. 5122847	January 17, 2017
United States	Exhale (Class 41)	Standard Character Mark	Reg. No. 4404164	September 17, 2013
United States	*Get Lifted (Class 41)	Standard Character Mark	Reg. No. 4422719	October 22, 2013
United States	The Graduates (Class 41)	Standard Character Mark	Reg. No. 5262749	August 8, 2017
United States	Magic in the Making (Class 41)	Standard Character Mark	Reg. No. 5189896	April 25, 2017
United States	*Now/Next Music (Class 41)	Standard Character Mark	Reg. No. 4419451	October 15, 2013
United States	*On the Reel (Class 41)	Standard Character Mark	Reg. No. 4417736	October 15, 2013
United States	See Yourself Here (Class 38)	Standard Character Mark	Reg. No. 5601924	November 6, 2018

* Designation indicates a trademark with a maintenance filing deadline in 2019 but that is not currently in use in interstate commerce and thus likely to be voluntarily abandoned.