

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Up Entertainment, LLC		10/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	YUCAIPA CORPORATE INITIATIVES FUND II, LLC, as Collateral Agent		
Street Address:	9130 West Sunset Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4792074	BRINGING UP BATES	
Registration Number:	4621782	BULLOCH FAMILY RANCH	
Registration Number:	4893202	DANCIN' THE DREAM	
Registration Number:	5277224	DATE MY DAD	
Registration Number:	4768818	EVERYTHING YOU LOVE ABOUT CHRISTMAS	
Registration Number:	4576709	FAMILY ADDITION WITH LEIGH ANNE TUOHY	
Registration Number:	4924325	FEEL GOOD TV	
Registration Number:	4353176	GOSPEL MUSIC CHANNEL	
Registration Number:	5094960	GROWING UP MCGHEE	
Registration Number:	5078979	LAST HOPE	
Registration Number:	5150742	SMALL TOWN, BIG MAYOR	
Registration Number:	4872095	TIES THAT BIND	
Registration Number:	4895908	UP	
Serial Number:	88136301	DESIGN INTERVENTION	
Serial Number:	88059717	DESIGN TWINS	
Serial Number:	88481178	EXPECTING	
Serial Number:	86551563	INSIGHT	
Serial Number:	87783886	LIFE'S BIGGEST MOMENTS	
Serial Number:	86716508	UP FAITH AND FAMILY	
TRADEMARK			

OP \$765.00 4792074

Property Type	Number	Word Mark
Serial Number:	86840809	UP FAITH & FAMILY
Serial Number:	88356755	#UPLIFTING
Registration Number:	4504143	UPLIFT SOMEONE
Registration Number:	4504282	UPLIFTING POP
Registration Number:	4504281	UPLIFTING URBAN
Registration Number:	4459381	UPLIFTING ENTERTAINMENT
Registration Number:	4557019	UP UPLIFTING ENTERTAINMENT
Registration Number:	4557018	UP UPLIFTING ENTERTAINMENT
Registration Number:	4459382	UPLIFTING ENTERTAINMENT
Registration Number:	5697400	UPTV
Registration Number:	5188189	WE GET FAMILY

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1139680 TM UP
NAME OF SUBMITTER:	Tyler Hilton
SIGNATURE:	/Tyler Hilton/
DATE SIGNED:	10/10/2019

Total Attachments: 8

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS, INCLUDING PAYMENT AND THE EXERCISE OF REMEDIES, EVIDENCED HEREBY ARE SUBJECT TO THE TERMS AND PROVISIONS SET FORTH IN THE SUBORDINATION AGREEMENT, DATED OCTOBER 9, 2019, BY AND AMONG THE COMPANY, THE SENIOR OBLIGORS PARTY THERETO, YUCAIPA CORPORATE INITIATIVES FUND II, LLC, IN ITS CAPACITY AS COLLATERAL AGENT FOR THE SUBORDINATED CREDITORS, THE SUBORDINATED CREDITORS PARTY THERETO AND FORTRESS CREDIT CORP., A DELAWARE CORPORATION, IN ITS CAPACITY AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE FORTRESS CREDITORS NAMED THEREIN, AS SUCH AGREEMENT MAY BE AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME (THE "SUBORDINATION AGREEMENT"). THE OBLIGATIONS UNDER THIS AGREEMENT ARE SUBORDINATE IN RIGHT OF PAYMENT TO THE SENIOR DEBT (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS AND TO THE EXTENT PROVIDED IN THE SUBORDINATION AGREEMENT, AND EACH ASPIRE CREDITOR, BY ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT. FOR THE AVOIDANCE OF DOUBT, NONE OF THE COMPANY OR ANY SUCH SENIOR OBLIGOR, NOR ANY OF THEIR RESPECTIVE OTHER CREDITORS, SHALL HAVE ANY RIGHTS UNDER THE SUBORDINATION AGREEMENT, AND NO SUCH PERSON MAY RELY ON THE TERMS OF THE SUBORDINATION AGREEMENT.

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 YUCAIPA CORPORATE INITIATIVES FUND II, LLC, as collateral agent acting for the benefit of the Aspire Creditors (as defined in the Subordinated Payment Agreement referred to below) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 9, 2019 (solely as such Credit Agreement is in effect on the date hereof, 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 (as the surviving entity of the Company Merger, the "**Company**"), each of the Subsidiaries of the Company 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. ("**Fortress**"), as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make Loans and other financial accommodations to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Secured Subordinated Payment Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Subordinated Payment Agreement**"), by and among the Company, Yucaipa Corporate Initiatives Fund II, L.P., a Delaware limited partnership ("**YCI II**"), Yucaipa Faith Media, Inc., a Delaware corporation ("**YFM**"), and The June Bug Lifetime Trust ("**JB Trust**", and together with YCI II and YFM, collectively, the "**Aspire Creditors**"), and the Collateral Agent, the Company has agreed to make payments,

with interest, to the Aspire Creditors in connection with the exercise by the Company of a GMC Capital Transaction Call (as defined the that certain Amended and Restated Limited Liability Company Agreement for Aspire Channel, LLC (“*Aspire*”), dated as of April 3, 2012, by and among the Company, Aspire and the Aspire Creditors);

WHEREAS, in connection with the Subordinated Payment 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 Aspire Creditors, 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 Collateral Agent and the Aspire Creditors to enter into the Subordinated Payment Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Aspire Creditors, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Subordinated Payment Agreement and used herein shall have the meanings given to them in the Subordinated Payment Agreement, terms not defined in this Agreement or the Subordinated Payment Agreement and used herein shall have the meanings given to them in the Credit Agreement (with such adjustments as may be necessary to make such terms apply to the transactions contemplated by the Subordinated Payment 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 Aspire Creditors, 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 Aspire Creditors, 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 Aspire Creditors 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 Aspire Creditors with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Subordinated Payment

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.

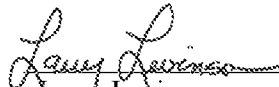
SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, 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.

UP ENTERTAINMENT, LLC
a Delaware limited liability company,
as a Grantor

By: 
Name: Larry Levinson
Title: President and Treasurer

ACCEPTED:

YUCAIPA CORPORATE INITIATIVES FUND II, LLC,
as the Collateral Agent

By: 

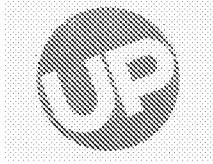


Name: Robert P. Birmingham





Title: Vice President and Secretary

SCHEDULE A

U.S. Trademarks

Registered Trademarks				
Jurisdiction	Mark	Mark Type	Serial/Registration No.	Registration Date
United States	Bringing Up Bates (Class 41)	Standard Character	Reg. No. 4792074	August 11, 2015
United States	Bulloch Family Ranch (Class 41)	Standard Character	Reg. No. 4621782	October 14, 2014
United States	Dancin' the Dream (Class 41)	Standard Character	Reg. No. 4893202	January 26, 2016
United States	Date My Dad (Class 41)	Standard Character	Reg. No. 5277224	August 29, 2017
United States	Design Intervention (Class 41)	Standard Character	Serial No. 88136301	Filed September 28, 2018
United States	Design Twins (Class 41)	Standard Character	Serial No. 88059717	Filed July 31, 2018
United States	Everything You Love About Christmas (Class 38, 41)	Standard Character Mark	Reg. No. 4768818	July 7, 2015
United States	Expecting (Class 41)	Standard Character Mark	Serial No. 88481178	June 20, 2019
United States	Family Addition with Leigh Anne Tuohy (Class 41)	Standard Character	Reg. No. 4576709	July 29, 2014
United States	Feel Good TV (Class 38, 41)	Standard Character	Reg. No. 4924325	March 22, 2016
United States	Gospel Music Channel (Class 41)	Standard Character Mark	Reg. No. 4353176	June 18, 2013
United States	Growing Up McGhee (Class 41)	Standard Character Mark	Reg. No. 5094960	December 6, 2016
United States	Insight (Class 41)	Standard Character Mark	Serial No. 86551563	Filed March 3, 2015
United States	Last Hope (Class 41)	Standard Character Mark	Reg. No. 5078979	November 8, 2016
United States	Life's Biggest Moments (Class 38)	Standard Character Mark	Serial No. 87783886	Filed February 5, 2018
United States	Small Town, Big Mayor (Class 41)	Standard Character Mark	Reg. No. 5150742	February 28, 2017
United States	Ties That Bind (Class 41)	Standard Character Mark	Reg. No. 4872095	December 15, 2015

United States	UP and Design  (Class 38, 41)	Design Mark	Reg. No. 4895908	February 2, 2016
United States	UP Faith and Family (Class 38, 41)	Standard Character Mark	Serial No. 86716508	Filed August 6, 2015
United States	UP Faith and Family and Design  (Class 38)	Design Mark	Serial No. 86840809	Filed December 7, 2015
United States	#UPLIFTING	Standard Character Mark	Serial No. 88356755	March 26, 2019
United States	Uplift Someone (Class 41)	Standard Character Mark	Reg. No. 4504143	April 1, 2014
United States	Uplifting Pop (Class 38, 41)	Standard Character Mark	Reg. No. 4504282	April 1, 2014
United States	Uplifting Urban (Class 38, 41)	Standard Character Mark	Reg. No. 4504281	April 1, 2014
United States	Uplifting Entertainment (Class 38)	Standard Character Mark	Reg. No. 4459381	December 31, 2013
United States	UP Uplifting Entertainment and Design  (Class 38, 41)	Design Mark	Reg. No. 4557019	June 24, 2014
United States	UP Uplifting Entertainment and Design	Design Mark	Reg. No. 4557018	June 24, 2014

	 (Class 38, 41)			
United States	Uplifting Entertainment (Class 41)	Standard Character Mark	Reg. No. 4459382	December 31, 2013
United States	UPtv and Design  (Class 38, 41)	Design Mark	Registration No. 5697400	March 12, 2019
United States	We Get Family (Class 38)	Standard Character Mark	Reg. No. 5188189	April 18, 2017
United Kingdom	UP FAMILY (Class 38)	Standard Character Mark	Reg. No. 3209171	April 27, 2017
United Kingdom	UP FAMILY and Design   (Class 38)	Design Mark	Reg. No. 3209183	April 27, 2017