

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544628

|   |   |                       |  |
|---|---|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST   |                       |  |
| <b>CONVEYING PARTY DATA</b>   |   |                       |  |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Aspire Channel, LLC   |   | 10/09/2019            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |  |
| <b>Name:</b>  | YUCAIPA CORPORATE INITIATIVES FUND II, LLC, as Collateral Agent |                       |  |
| <b>Street Address:</b>  | 9130 West Sunset Blvd.  |                       |  |
| <b>City:</b>  | Los Angeles   |                       |  |
| <b>State/Country:</b>   | CALIFORNIA  |                       |  |
| <b>Postal Code:</b>   | 90069   |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                             |                       |  |
| <b>PROPERTY NUMBERS Total: 12</b>   |   |                       |  |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 4314446   | ASPIRE                |  |
| <b>Registration Number:</b>   | 4314447   | ASPIRE                |  |
| <b>Registration Number:</b>   | 5371414   | ASPIRE                |  |
| <b>Registration Number:</b>   | 5468376   | BUTTER AND BROWN      |  |
| <b>Registration Number:</b>   | 5122847   | COMIC EDGE            |  |
| <b>Registration Number:</b>   | 4404164   | EXHALE                |  |
| <b>Registration Number:</b>   | 4422719   | GET LIFTED            |  |
| <b>Registration Number:</b>   | 5262749   | THE GRADUATES         |  |
| <b>Registration Number:</b>   | 5189896   | MAGIC IN THE MAKING   |  |
| <b>Registration Number:</b>   | 4419451   | NOW/NEXT MUSIC        |  |
| <b>Registration Number:</b>   | 4417736   | ON THE REEL           |  |
| <b>Registration Number:</b>   | 5601924   | SEE YOURSELF HERE     |  |
| <b>CORRESPONDENCE DATA</b>  |   |                       |  |
| <b>Fax Number:</b>  |   |                       |  |
| <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> |   |                       |  |
| <b>Phone:</b>   | 800-494-5225  |                       |  |
| <b>Email:</b>   | ipteam@cogencyglobal.com  |                       |  |
| <b>Correspondent Name:</b>  | Stewart Walsh   |                       |  |

OP \$315.00 4314446

**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 Aspire

**NAME OF SUBMITTER:** Tyler Hilton

**SIGNATURE:** /Tyler Hilton/

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

**Total Attachments: 6**

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source=Project Liftoff - Trademark Security Agreement (Aspire Channel, LLC)\_ (13978994)\_ (3)#page4.tif  
source=Project Liftoff - Trademark Security Agreement (Aspire Channel, LLC)\_ (13978994)\_ (3)#page5.tif  
source=Project Liftoff - Trademark Security Agreement (Aspire Channel, LLC)\_ (13978994)\_ (3)#page6.tif  
source=Project Liftoff - Trademark Security Agreement (Aspire Channel, LLC)\_ (13978994)\_ (3)#page7.tif

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*").

**W I T N E S S E T H:**

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.

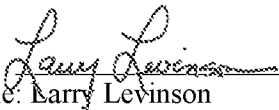
SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents,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

ASPIRE CHANNEL, 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. Bermingham

Title: Vice President and Secretary

**SCHEDULE A**

**U.S. Trademarks**

| <b>U.S. Trademarks</b> |   |                         |                                |                          |
|------------------------|---|-------------------------|--------------------------------|--------------------------|
| <b>Jurisdiction</b>    | <b>Mark</b>   | <b>Mark Type</b>        | <b>Serial/Registration No.</b> | <b>Registration Date</b> |
| United States          | *Aspire (stylized)<br><br>(Class 38) | Design Mark             | Reg. No. 4314446               | April 2, 2013            |
| United States          | *Aspire (stylized)<br><br>(Class 41) | Design Mark             | Reg. No. 4314447               | April 2, 2013            |
| United States          | Aspire<br><br>(Class 38, 41)        | Design Mark             | Reg. No. 5371414               | January 2, 2018          |
| United States          | Butter and Brown<br>(Class 41)  | Standard Character Mark | Reg. No. 5468376               | May 15, 2018             |
| United States          | Comic Edge<br>(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<br>(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<br>(Class 41)   | Standard Character Mark | Reg. No. 4419451               | October 15, 2013         |
| United States          | *On the Reel<br>(Class 41)  | Standard Character Mark | Reg. No. 4417736               | October 15, 2013         |
| United States          | See Yourself Here<br>(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.