

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBS MEDIA CAMPUS, LLC		07/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT		
Street Address:	60 WALL STREET, 10TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	BANKING CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5694459	MANHATTAN BEACH STUDIOS	
Serial Number:	88289814	MBS MEDIA CAMPUS	
Serial Number:	88289971	MBS MEDIA CAMPUS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK		
Address Line 1:	2021 MCKINNEY AVENUE, SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	10/14/2019		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of July 31, 2019 by and from **MBS MEDIA CAMPUS, LLC**, a Delaware limited liability company ("Grantor"), to and in favor of **DEUTSCHE BANK AG, NEW YORK BRANCH**, a branch of Deutsche Bank AG, a German Bank, authorized by the New York State Department of Financial Services, having an address at 60 Wall Street, 10th Floor, New York, New York 10005, as administrative agent (together with its successors and assigns, "Agent"), for the benefit of **DEUTSCHE BANK AG, NEW YORK BRANCH**, a branch of Deutsche Bank AG, a German Bank, authorized by the New York State Department of Financial Services, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (together with its successors and assigns, and such other co-lenders as may exist from time to time, "Lender").

WHEREAS, Grantor, Lender and Agent have entered into a Loan Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which Lender has made a loan to Grantor (the "Loan").

WHEREAS, Grantor, has executed and delivered that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") as additional security for the repayment of the Loan and Obligations (as defined therein) secured thereby.

WHEREAS, Grantor owns the trademarks, service marks and/or logos (the "Trademarks") listed on Exhibit A attached hereto and made a part hereof, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Agent, for the benefit of Lender, under the Security Agreement. The rights and remedies of Agent and Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Loan Agreement), all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of all of the Obligations of Grantor under the Loan Agreement and other Loan Documents. Upon payment in full of the Loan, Agent shall promptly, upon such payment in full, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) Grantor hereby grants to Agent, for the benefit of Lender, a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A attached hereto now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds and products of the Trademarks, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Governing Law. This Confirmatory Grant shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

4) Recordation. Grantor authorizes and requests that the U.S. Commissioner of Patents and Trademarks and any other applicable government officer record this Confirmatory Grant.


5) Execution in Counterparts. This Confirmatory Grant may be executed by one or more of the parties on any number of counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

GRANTOR:

MBS MEDIA CAMPUS, LLC,
a Delaware limited liability company

By: 
Name: Brent Iloulian
Title: Authorized Signatory

[Signature Page to Confirmatory Grant in US Trademarks]

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TRADEMARK
REEL: 006771 FRAME: 0059

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

EXHIBIT A - SCHEDULE OF TRADEMARKS

Mark	Reg. No. (Application No.)	Filing Date	Reg. Date
MANHATTAN BEACH STUDIOS	5,694,459	September 14, 2017	March 12, 2019
MBS MEDIA CAMPUS	(88/289,814)	February 5, 2019	N/A
MBS MEDIA CAMPUS	(88/289,971)	February 5, 2019	N/A

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Exhibit A