

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551066

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAA Sports LLC		11/26/2019	Limited Liability Company: CALIFORNIA
Creative Artists Agency, LLC		11/26/2019	Limited Liability Company: DELAWARE
CAIC, LLC		11/26/2019	Limited Liability Company: DELAWARE
Evolution Media Capital LLC		11/26/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
Internal Address:	Mail Code NC1-001-05-45; MAC Legal
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4415738	AMERICAN ROADTRIP
Registration Number:	1219378	CAA
Registration Number:	3852576	CAA
Registration Number:	3852575	CAA
Registration Number:	5604012	CAA PREMIUM EXPERIENCE
Registration Number:	4698386	CAA SPORTS
Registration Number:	4698384	CAASPORTS
Registration Number:	1243888	CREATIVE ARTISTS AGENCY
Registration Number:	3936337	CREATIVE ARTISTS AGENCY
Registration Number:	4455518	UNIVERSAL LANGUAGE
Registration Number:	4432858	UNIVERSAL LANGUAGE
Registration Number:	4358763	VAULT OF AMERICAN FOOTBALL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4061839	EMC EVOLUTION MEDIA CAPITAL
Registration Number:	5491485	EVOLUTION MEDIA

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	11/26/2019

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. CAA Sports LLC
Limited Liability Company - California, USA
2. Creative Artists Agency, LLC
Limited Liability Company - Delaware, USA
3. CAIC, LLC
Limited Liability Company - Delaware, USA
4. Evolution Media Capital LLC
Limited Liability Company - Delaware, USA
Address (1, 2, 3 & 4):
2000 Avenue of the Stars
Los Angeles, CA 90067

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 26, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: _____
101 N. Tryon Street

City: _____ Mail Code NC1-001-05-45

State: _____
MAC Legal
State: _____
Charlotte, NC 28255-0001

Country: USA Zip: _____

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1844

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 

Signature

Doris Ka

Name of Person Signing

November 26, 2019

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 26, 2019, by and among CAA Sports LLC, a California limited liability company, Creative Artists Agency, LLC, a Delaware limited liability company, CAIC, LLC, a Delaware limited liability company, Evolution Media Capital LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”) and Bank of America, N.A., 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 party to that certain Pledge and Security Agreement, dated as of November 26, 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 each Grantor and pursuant to which each Grantor is 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 Borrower 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) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (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, dilution or violation 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”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

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 each Grantor 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.

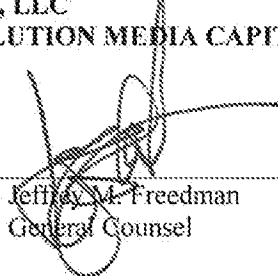
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed 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.

CAA SPORTS LLC
CREATIVE ARTISTS AGENCY, LLC
CAIC, LLC
EVOLUTION MEDIA CAPITAL LLC

By: 
Name: Jeffrey M. Freedman
Title: General Counsel

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Mary Lawrence
Name: Mary Lawrence
Title: AVP; Agency Management Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006804 FRAME: 0785

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
CAA Sports LLC	AMERICAN ROADTRIP	4415738, 85661598	USA	October 8, 2013
Creative Artists Agency, LLC	CAA	1219378, 73358209	USA	December 7, 1982
Creative Artists Agency, LLC	CAA	3852576, 77858553	USA	September 28, 2010
Creative Artists Agency, LLC	CAA (STYLIZED) (COLOR)	3852575, 77858546	USA	September 28, 2010
Creative Artists Agency, LLC	CAA PREMIUM EXPERIENCE	5604012, 86671574	USA	November 13, 2018
Creative Artists Agency, LLC	CAA SPORTS	4698386, 86199000	USA	March 10, 2015
Creative Artists Agency, LLC	CAASPORTS (STYLIZED) (COLOR)	4698384, 86198544	USA	March 10, 2015
Creative Artists Agency, LLC	CREATIVE ARTISTS AGENCY	1243888, 73358519	USA	June 28, 1983
Creative Artists Agency, LLC	CREATIVE ARTISTS AGENCY	3936337, 77858551	USA	March 29, 2011
CAIC, LLC	UNIVERSAL LANGUAGE	4455518, 85430205	USA	December 24, 2013
CAIC, LLC	UNIVERSAL LANGUAGE	4432858, 85241616	USA	November 12, 2013
CAA Sports LLC	VAULT OF AMERICAN FOOTBALL	4358763, 85503835	USA	June 25, 2013

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
Evolution Media Capital LLC	EMC EVOLUTION MEDIA CAPITAL	4061839, 77855785	USA	November 29, 2011
Evolution Media Capital LLC	EVOLUTION MEDIA	5491485, 87668989	USA	June 12, 2018