

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ETN Media, Inc.		12/19/2019	Corporation: CALIFORNIA
SJP HOLDINGS, LLC		12/19/2019	Limited Liability Company: CALIFORNIA
Nitro Circus IP Holdings LP		12/19/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	MidCap Financial Trust, as Administrative Agent
Street Address:	7255 Woodmont Avenue, Suite 200
Internal Address:	c/o MidCap Financial Services, LLC
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	STATUTORY TRUST: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3862827	
Registration Number:	3862825	
Registration Number:	3862826	
Registration Number:	5168237	NITRO CIRCUS
Registration Number:	5885683	NITRO CIRCUS
Registration Number:	3210835	NITRO CIRCUS
Registration Number:	3222025	NITRO CIRCUS
Registration Number:	3782822	NITRO CIRCUS
Serial Number:	86921596	NITRO CIRCUS
Registration Number:	4009991	NITRO CIRCUS LIVE
Registration Number:	3862819	NITRO CIRCUS
Registration Number:	3862821	NITRO CIRCUS
Registration Number:	3862822	NITRO CIRCUS
Registration Number:	4538757	NITRO CITY
Registration Number:	5807972	NITRO RALLYCROSS

CH \$965.00 3862827

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87340245	NITRO WINTER GAMES
Registration Number:	5834990	NITRO CIRCUS
Registration Number:	5151112	NITRO WORLD GAMES
Registration Number:	5056129	NITRO WORLD GAMES
Registration Number:	5235335	NITRO WORLD GAMES
Registration Number:	5257445	NITRO WORLD GAMES
Serial Number:	88043483	NRX NITRO RALLYCROSS
Serial Number:	88349325	GNARLYTOWN
Serial Number:	87961185	RYAN WILLIAMS RW
Registration Number:	3255260	TRAVIS AND THE NITRO CIRCUS
Serial Number:	87886586	WHISKEY THROTTLE
Registration Number:	5326737	SUPERJACKET
Registration Number:	5326738	SUPERJACKET
Registration Number:	5583687	SUPERJACKET
Registration Number:	5566542	
Registration Number:	5590976	ETN
Registration Number:	4286376	STREET LEAGUE
Registration Number:	4289310	SLS
Registration Number:	4295872	STREET LEAGUE
Registration Number:	4168183	STREET LEAGUE
Registration Number:	4665130	STREET LEAGUE SKATEBOARDING
Registration Number:	4705652	STREET LEAGUE SKATEBOARDING
Registration Number:	4863629	SUPER CROWN

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 PARK AVENUE
Address Line 2: c/o Paul Hastings LLP
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ AG

DATE SIGNED: 12/19/2019

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of December 19, 2019 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the benefit of the Secured Parties (together with its successors and permitted assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 19, 2019 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among NITRO CIRCUS LIVE USA, INC., a Delaware corporation (“**NCL US**”), NWE OPCO LP, a Delaware limited partnership (“**NWE Opco**”, together with NCL US, “**Borrowers**”, and individually, a “**Borrower**”), NWE HOLDINGS LP, a Delaware limited partnership (“**Holdings**”), the other Subsidiaries of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Lenders, and Administrative Agent, Lenders have agreed to make Loans to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein;

WHEREAS, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security and Pledge Agreement dated as of December 19, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”) among the Grantors (as defined therein) from time to time party thereto and Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as the context so requires.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, all Trademark registrations, applications and Trademark Licenses with respect thereto listed on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and permitted assigns and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and permitted assigns.

6. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security

Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns.

8. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9. **MISCELLANEOUS.** The terms and provisions of Sections **12.3** (*Notices*) and **12.15** (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

[Signature pages follow]

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.

GRANTORS:

ETN MEDIA, INC., a California corporation
SJP HOLDINGS, LLC, a California limited liability company

By: 

Name: Joseph Thomas Carr, Jr.

Title: Chief Executive Officer and Treasurer

NITRO CIRCUS IP HOLDINGS LP, a Delaware limited partnership

By Nitro Circus IP Holdings GP LLC, Its General Partner

By: _____

Name: Thomas Chapman

Title: Treasurer

[Signature Page to Trademark Security Agreement]

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

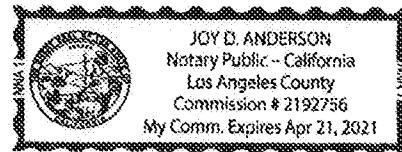
STATE OF CALIFORNIA

COUNTY OF Los Angeles

On December 17, 2019, before me, Joy D Anderson, Notary Public, personally appeared Joseph Thomas Pace, Jr who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J Anderson [SEAL]

[Notary Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006821 FRAME: 0795**

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.

GRANTORS:

ETN MEDIA, INC., a California corporation
SJP HOLDINGS, LLC, a California limited liability company

By: _____

Name: Joseph Thomas Carr, Jr.

Title: Chief Executive Officer and
Treasurer

NITRO CIRCUS IP HOLDINGS LP, a Delaware limited partnership

By Nitro Circus IP Holdings GP LLC, Its General Partner

By: _____

Name: Thomas Chapman

Title: Treasurer

[Signature Page to Trademark Security Agreement]

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

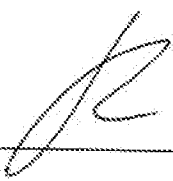
STATE OF CALIFORNIA

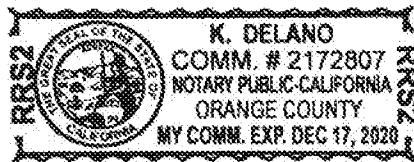
COUNTY OF Orange

On December 17, 2019, before me, K. Delano, Notary Public, personally appeared Thomas Chapman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  [SEAL]



[Notary Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006821 FRAME: 0797**

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its Investment Manager

By: Apollo Capital Management GP, LLC,
its General Partner




By: 
Name: Maurice Amsellem
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark	Owner (Grantor)	Registration / Serial No.	Registration Date/Filing Date
	Nitro Circus IP Holdings LP	3862827	10/19/2010
	Nitro Circus IP Holdings LP	3862825	10/19/2010
	Nitro Circus IP Holdings LP	3862826	10/19/2010
NITRO CIRCUS	Nitro Circus IP Holdings LP	5010213	08/02/2016
NITRO CIRCUS	Nitro Circus IP Holdings LP	5168237	03/21/2017
NITRO CIRCUS	Nitro Circus IP Holdings LP	5885683	10/15/19

NITRO CIRCUS	Nitro Circus IP Holdings LP	3210835	02/20/2007
NITRO CIRCUS	Nitro Circus IP Holdings LP	3222025	03/27/2007
NITRO CIRCUS	Nitro Circus IP Holdings LP	3782822	04/27/2010
NITRO CIRCUS	Nitro Circus IP Holdings LP	86921596	02/26/16
NITRO CIRCUS	Nitro Circus IP Holdings LP	86978277	03/29/2015
NITRO CIRCUS LIVE	Nitro Circus IP Holdings LP	4009991	08/09/2011
	Nitro Circus IP Holdings LP	3862819	10/19/2010
	Nitro Circus IP Holdings LP	3862821	10/19/2010
	Nitro Circus IP Holdings LP	3862822	10/19/2010

NITRO CITY	Nitro Circus IP Holdings LP	4538757	05/27/2014
NITRO RALLYCROSS	Nitro Circus IP Holdings LP	5807972	07/16/2019
NITRO WINTER GAMES	Nitro Circus IP Holdings LP	87340245	02/17/17
NITRO CIRCUS	Nitro Circus IP Holdings LP	5834990	08/13/19
NITRO WORLD GAMES	Nitro Circus IP Holdings LP	5151112	02/28/2017
NITRO WORLD GAMES	Nitro Circus IP Holdings LP	5056129	10/04/2016
	Nitro Circus IP Holdings LP	5235335	07/04/2017
	Nitro Circus IP Holdings LP	5257445	08/01/17

	Nitro Circus IP Holdings LP	88043483	07/18/2018
GNARLYTOWN	Nitro Circus IP Holdings LP	88349325	07/19/19
	Nitro Circus IP Holdings LP	87961185	06/13/18
TRAVIS AND THE NITRO CIRCUS	Nitro Circus IP Holdings LP	3255260	06/26/2007
WHISKEY THROTTLE	Nitro Circus IP Holdings LP	87886586	04/20/2018
	SJP Holdings, LLC	5326737	11/07/17
SUPERJACKET	SJP Holdings, LLC	5326738	11/07/17
	SJP Holdings, LLC	5583687	10/16/18

	ETN Media, Inc.	5566542	09/18/18
ETN	ETN Media, Inc.	5590976	10/23/18
STREET LEAGUE	ETN Media, Inc.	4286376	02/05/13
SLS	ETN Media, Inc.	4289310	02/12/13
STREET LEAGUE	ETN Media, Inc.	4295872	02/26/13
STREET LEAGUE	ETN Media, Inc.	4168183	07/03/12
STREET LEAGUE SKATEBOARDING	ETN Media, Inc.	4665130	01/06/15
STREET LEAGUE SKATEBOARDING	ETN Media, Inc.	4705652	3/24/15
Super Crown	ETN Media, Inc.	4863629	12/1/15