

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEG Management Oakland, LLC		12/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nomura Corporate Funding Americas, LLC		
Street Address:	309 West 49th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88598058	OAKLAND ARENA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Nicholas Millington c/o Fried Frank		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	33637-6		
NAME OF SUBMITTER:	Nicholas Millington		
SIGNATURE:	/Nicholas Millington/		
DATE SIGNED:	12/20/2019		
Total Attachments: 6			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this "Agreement"), dated as of December 20, 2019, is entered into by the undersigned (the "Grantor") in favor of Nomura Corporate Funding Americas, LLC, as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Second Lien Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Second Lien Pledge and Security Agreement"), pursuant to which the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;

(v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

provided, however, that the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Second Lien Pledge and Security Agreement, and the 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 Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

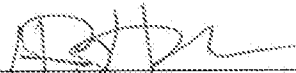
SECTION 7. First Lien/Second Lien Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE SENIOR SECURED PARTIES (AS DEFINED IN THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT REFERRED TO BELOW), INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT AND/OR COLLATERAL AGENT, PURSUANT TO OR IN CONNECTION WITH THE FIRST LIEN CREDIT AGREEMENT, DATED AS OF JANUARY 23, 2018 AMONG HOLDINGS, THE BORROWERS, THE GUARANTORS FROM TIME TO TIME PARTY THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO, JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT AND THE OTHER PARTIES THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED, EXTENDED,

SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER IS SUBJECT TO THE LIMITATIONS AND PROVISIONS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT DATED AS OF JANUARY 23, 2018, AMONG JEFFERIES FINANCE LLC, AS FIRST LIEN ADMINISTRATIVE AGENT, NOMURA CORPORATE FUNDING AMERICAS, LLC, AS SECOND LIEN ADMINISTRATIVE AGENT, EACH ADDITIONAL SECOND PRIORITY REPRESENTATIVE AND SENIOR REPRESENTATIVE FROM TIME TO TIME PARTY THERETO AND HOLDINGS, THE BORROWERS AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATED ENTITIES PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT SHALL GOVERN.

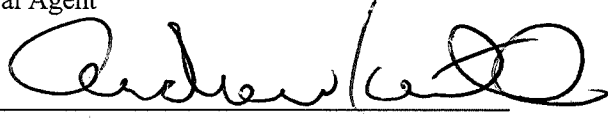
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

AEG MANAGEMENT OAKLAND, LLC

By: 
Name: Bruce Hanson
Title: Secretary

NOMURA CORPORATE FUNDING AMERICAS, LLC, as
Collateral Agent

By: 

Name:

G. Andrew Keith

Title:

Executive Director

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 006823 FRAME: 0640

SCHEDULE A

TRADEMARKS

Trademark	Owner	Jurisdiction	Registration No.	Registration Date
Oakland Arena	AEG Management Oakland, LLC	United States	88598058	August 29, 2019