

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578625

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Art + Commerce, LLC		05/28/2020	Limited Liability Company: DELAWARE
Catalyst Public Relations, LLC		05/28/2020	Limited Liability Company: DELAWARE
IMG Academy, LLC		05/28/2020	Limited Liability Company: FLORIDA
IMG Worldwide, LLC		05/28/2020	Limited Liability Company: DELAWARE
International Merchandising Company, LLC		05/28/2020	Limited Liability Company: OHIO
Professional Bull Riders, LLC		05/28/2020	Limited Liability Company: DELAWARE
The Wall Group, LLC		05/28/2020	Limited Liability Company: CALIFORNIA
William Morris Endeavor Entertainment LLC		05/28/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	38 Corporation Circle
<b>City:</b>	Albany
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	12203
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
<b>Serial Number:</b>	87186139	NEW LIGHT FILMS A DIVISION OF ART + COMM
<b>Serial Number:</b>	87363111	CATALYST
<b>Serial Number:</b>	88205937	ASCENDERS
<b>Serial Number:</b>	88205974	
<b>Serial Number:</b>	88111284	IMG ACADEMY
<b>Serial Number:</b>	88111070	IMG ACADEMY
<b>Serial Number:</b>	88205905	CAMP HERE. COMPETE ANYWHERE.

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86924658	TOMORROW IS OURS
Serial Number:	88226539	#WLYG
Serial Number:	88226561	#WLYG
Serial Number:	87365145	IMG COLLEGE
Serial Number:	87296221	A AMERICAN FRESHMAN AUTHENTIC CAMPUS CLO
Serial Number:	87843358	HARVEY'S HUNDREDS
Serial Number:	87378134	NYFW THE SHOWS NEW YORK FASHION WEEK BAC
Serial Number:	87634470	WE LOVE YOUR GENES
Serial Number:	86947629	BRAWN
Serial Number:	87295927	ESCAPE TRIATHLON SERIES
Serial Number:	87270271	TASTEMAKER
Serial Number:	87295922	ESCAPE TRIATHLON SERIES
Serial Number:	87295913	ESCAPE SERIES
Serial Number:	86928825	LOVE ON THE FLOOR
Serial Number:	88289154	BE COWBOY
Serial Number:	88324260	PBR SPORT PERFORMANCE CENTER
Serial Number:	87717225	TOUGHEST SPORT ON DIRT
Serial Number:	87559150	RIDEPASS
Serial Number:	87559138	RIDEPASS
Serial Number:	87559152	RIDEPASS
Serial Number:	87705573	HEROES & LEGENDS
Serial Number:	86678930	PBR
Serial Number:	87489024	VELVET
Serial Number:	87701267	THE WALL GROUP
Serial Number:	87162221	WME VENTURES

**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, ECarrera@cahill.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:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 05/29/2020

**Total Attachments: 9**

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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.

<p><b>1. Name of conveying party(ies):</b> Art + Commerce, LLC</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> Partnership                      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other LLC-DE _____</p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Name: <u>JPMorgan Chase Bank, N.A.</u></p> <p>Street Address: <u>38 Corporation Circle</u></p> <p>City: <u>Albany</u></p> <p>State: <u>NY</u></p> <p>Country: <u>USA</u> Zip: <u>12203</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input checked="" type="checkbox"/> Association Citizenship <u>USA</u>  <input type="checkbox"/> Partnership Citizenship _____  <input type="checkbox"/> Limited Partnership Citizenship _____  <input type="checkbox"/> Corporation Citizenship _____  <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance/Execution Date(s) :</b> Execution Date(s) <u>May 28, 2020</u></p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>First Lien Security Agreement</u></p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)              Text  <u>See Schedule I</u></p> <p>B. Trademark Registration No.(s)  <u>See Schedule I</u></p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

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

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Elaine Carrera, Senior Paralegal</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>c/o Cahill Gordon &amp; Reindel LLP,</u>  <u>80 Pine Street</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u> Zip: <u>10005</u></p> <p>Phone Number: <u>(212) 701-3365</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>ecarrera@cahill.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <input type="text" value="32"/></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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**9. Signature:**  May 29, 2020  
Signature Date  
Elaine Carrera  
Name of Person Signing

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

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Catalyst Public Relations, LLC, a Delaware Limited Liability Company  
Citizenship – USA – DE

IMG Academy, LLC, a Florida Limited Liability Company  
Citizenship – USA – FL

IMG Worldwide, LLC, a Delaware Limited Liability Company  
Citizenship – USA – DE

International Merchandising Company, LLC, an Ohio Limited Liability Company  
Citizenship – USA – OH

Professional Bull Riders, LLC, a Delaware Limited Liability Company  
Citizenship – USA – DE

The Wall Group, LLC, a California Limited Liability Company  
Citizenship – USA – CA

William Morris Endeavor Entertainment LLC, a Delaware Limited Liability Company  
Citizenship – USA – DE

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 5

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 5 dated as of May 28, 2020 (this "Agreement"), among Art + Commerce, LLC, Catalyst Public Relations, LLC, IMG Academy, LLC, IMG Worldwide, LLC, International Merchandising Company, LLC, Professional Bull Riders, LLC, The Wall Group, LLC and William Morris Endeavor Entertainment, LLC (each individually, a "Grantor" and, collectively, the "Grantors") and JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain First Lien Credit Agreement, dated as of May 6, 2014 (as amended and restated by that certain Amendment No. 5 dated as of May 18, 2018, as amended by that certain Amendment No. 6 dated as of February 18, 2020, as amended by that certain Amendment No. 7 dated as of April 2, 2020, as amended by that certain Amendment No. 8 dated as of May 13, 2020 and as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among WME IMG HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), WME IMG, LLC, a Delaware limited liability company ("Intermediate Holdings"), WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, a Delaware limited liability company ("William Morris"), IMG WORLDWIDE HOLDINGS, LLC, a Delaware limited liability company ("IMG Worldwide" and, together with William Morris, the "Borrowers"), the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent and as Collateral Agent and the other parties thereto. and (b) the First Lien Collateral Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Intermediate Holdings, the Borrowers, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which

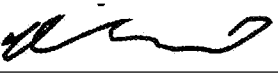
are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.**

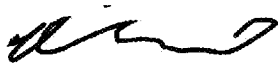
WILLIAM MORRIS ENDEAVOR ENTERTAINMENT LLC, as a Grantor

By:   
Name: Richard Miao  
Title: Authorized Signatory


ART + COMMERCE, LLC, as a Grantor

By:   
Name: Richard Miao  
Title: Authorized Signatory


CATALYST PUBLIC RELATIONS, LLC, as a Grantor

By:   
Name: Richard Miao  
Title: Authorized Signatory

IMG ACADEMY, LLC, as a Grantor


By:   
Name: Richard Miao  
Title: Authorized Signatory

IMG WORLDWIDE, LLC, as a Grantor


By:   
Name: Richard Miao  
Title: Authorized Signatory




INTERNATIONAL MERCHANDISING COMPANY, LLC, as a Grantor

By:   
Name: Richard Miao  
Title: Authorized Signatory

PROFESSIONAL BULL RIDERS, LLC, as a Grantor

By:   
Name: Richard Miao  
Title: Authorized Signatory

THE WALL GROUP, LLC, as a Grantor

By:   
Name: Richard Miao  
Title: Authorized Signatory

J.P. MORGAN CHASE BANK, N.A., as Collateral Agent



By: \_\_\_\_\_  
Name: Inderjeet Aneja  
Title: Executive Director

Schedule I

U.S. Trademarks and Applications:

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Art + Commerce, LLC	NEW LIGHT FILMS A DIVISION OF ART + COMMERCE	87186139 09/28/2016	5459853 05/01/2018
2.	Catalyst Public Relations, LLC	CATALYST	87363111 03/08/2017	Pending
3.	IMG Academy, LLC	ASCENDERS	88205937 11/26/2018	5900826 11/05/2019
4.	IMG Academy, LLC	DESIGN ONLY	88205974 11/26/2018	5888830 10/22/2019
5.	IMG Academy, LLC	IMG ACADEMY	88111284 09/10/2018	5888530 10/22/2019
6.	IMG Academy, LLC	IMG ACADEMY	88111070 09/10/2018	5888524 10/22/2019
7.	IMG Academy, LLC	CAMP HERE. COMPETE ANYWHERE.	88205905 11/26/2018	5793218 07/02/2019
8.	IMG Academy, LLC	TOMORROW IS OURS	86924658 03/01/2016	5214931 05/30/2017
9.	IMG Worldwide, LLC	#WLYG	88226539 12/12/2018	5985805 02/11/2020
10.	IMG Worldwide, LLC	#WLYG	88226561 12/12/2018	5888873 10/22/2019
11.	IMG Worldwide, LLC	IMG COLLEGE	87365145 03/09/2017	5894022 10/29/2019
12.	IMG Worldwide, LLC	A AMERICAN FRESHMAN AUTHENTIC CAMPUS CLOTHING AMERICAN FRESHMAN	87296221 01/10/2017	5338441 11/21/2017
13.	IMG Worldwide, LLC	HARVEY'S HUNDREDS	87843358 03/21/2018	5765004 05/28/2019
14.	IMG Worldwide, LLC	NYFW THE SHOWS NEW YORK FASHION WEEK BACKSTAGE FAVORITE	87378134 03/20/2017	Pending
15.	IMG Worldwide, LLC	WE LOVE YOUR GENES	87634470 10/05/2017	Pending
16.	IMG Worldwide, LLC	BRAWN	86947629 03/21/2016	5908424 11/12/2019
17.	International Merchandising Company, LLC	ESCAPE TRIATHLON SERIES	87295927 01/10/2017	5633476 12/18/2018
18.	International Merchandising Company, LLC	TASTEMAKER	87270271 12/15/2016	5561753 09/11/2018
19.	International Merchandising Company, LLC	ESCAPE TRIATHLON SERIES	87295922 01/10/2017	5487510 06/05/2018
20.	International Merchandising Company, LLC	ESCAPE SERIES	87295913 01/10/2017	5487509 06/05/2018
21.	International Merchandising Company, LLC	LOVE ON THE FLOOR	86928825 03/04/2016	5740104 04/30/2019
22.	Professional Bull Riders, LLC	BE COWBOY	88289154 02/05/2019	6038194 04/21/2020
23.	Professional Bull Riders, LLC	PBS SPORT PERFORMANCE CENTER	88324260 03/04/2019	5979603 02/04/2020

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
24.	Professional Bull Riders, LLC	TOUGHEST SPORT ON DIRT	87717225 12/12/2017	Pending
25.	Professional Bull Riders, LLC	RIDEPASS	87559150 08/07/2017	5587543 10/16/2018
26.	Professional Bull Riders, LLC	RIDEPASS	87559138 08/07/2017	5587542 10/16/2018
27.	Professional Bull Riders, LLC	RIDEPASS	87559152 08/07/2017	5577019 10/02/2018
28.	Professional Bull Riders, LLC	HEROES & LEGENDS	87705573 12/01/2017	5512755 07/10/2018
29.	Professional Bull Riders, LLC	PBR	86678930 06/30/2015	5428784 03/20/2018
30.	RED Interactive Agency, LLC	VELVET	87489024 06/14/2017	5375291 01/09/2018
31.	The Wall Group, LLC	THE WALL GROUP	87701267 11/29/2017	Pending
32.	William Morris Endeavor Entertainment LLC	WME VENTURES	87162221 09/06/2016	5189836 04/25/2017