

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602115

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Levity Entertainment Group, LLC		10/09/2020	Limited Liability Company: DELAWARE
Improv West Associates		10/09/2020	Limited Partnership: CALIFORNIA
Copper Blues, LLC		10/09/2020	Limited Liability Company: DELAWARE
Triage Entertainment, LLC		10/09/2020	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	AMC NETWORKS VENTURES LLC
<b>Street Address:</b>	11 Penn Plaza
<b>Internal Address:</b>	c/o AMC Networks Inc.
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10001
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5147230	WAIT FOR IT
Registration Number:	4380622	LEVITY LIVE
Registration Number:	4372202	A HOME FOR THE HOLIDAYS
Registration Number:	4372048	A HOME FOR THE HOLIDAYS
Registration Number:	2423186	TRIAGE ENTERTAINMENT
Registration Number:	2404128	T ONE TWO THR ENTERTAINMENT TR.E.
Registration Number:	5925804	WHERE COMEDY BEGINS
Registration Number:	3997621	IMPROV TRAFFIC SCHOOL
Registration Number:	4139056	UP YOURS
Registration Number:	3691672	IMPROV
Registration Number:	3691671	IMPROV
Registration Number:	3629101	IMPROV TV
Registration Number:	3878240	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2603344	IMPROVISATION
Registration Number:	2508610	IMPROV
Registration Number:	1573976	BUDD FRIEDMAN MARK LONOW IMPROVISATION
Registration Number:	1562305	IMPROV LOS ANGELES-IRVINE-SAN DIGEO-LAS
Registration Number:	4901240	COPPER BLUES ROCK PUB & KITCHEN
Registration Number:	4901239	· COPPER BLUES · ROCK PUB & KITCHEN EST
Registration Number:	4381916	COPPER BLUES
Registration Number:	4165279	COPPER BLUES

**CORRESPONDENCE DATA**

**Fax Number:** 2029567069

*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:** 2029567685

**Email:** carrierr@sullcrom.com, nguyenb@sullcrom.com

**Correspondent Name:** Rita M. Carrier

**Address Line 1:** 1700 New York Avenue, N.W., Suite 700

**Address Line 2:** Sullivan & Cromwell LLP

**Address Line 4:** Washington, D.C. 20006-5215

**NAME OF SUBMITTER:** Rita M. Carrier

**SIGNATURE:** /Rita M. Carrier/

**DATE SIGNED:** 10/09/2020

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 9, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of AMC NETWORKS VENTURES LLC, as Lender (in such capacity, together with its successors and permitted assigns, “**Lender**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement, dated as of October 9, 2020 (the “**Pledge and Security Agreement**”), between each of the Grantors and the other grantors party thereto and Lender pursuant to which the Grantors granted a security interest to Lender in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with Lender as follows:

**SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby mortgages, pledges, hypothecates and grants to Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any 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 the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, 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.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use 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 Lender pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Grantor Remains Liable**

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LEVITY ENTERTAINMENT GROUP, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**ALL PURPOSE MEDIA, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**EAI LICENSING, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**LEVITY LIVE, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**TRIAGE, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**IMPROV HOLDINGS, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**TRIAGE ENTERTAINMENT, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**IMPROV HOLDINGS LP, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**TRIAGE PRODUCTIONS, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**SONIC DOG, L.L.C.**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**LEVITY PRODUCTIONS LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**IMPROV WEST ASSOCIATES**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**6DEGREES, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**CALIFORNIA COMEDY, INC.**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**COMEDY CLUB OXNARD, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**LEVITY LIVE RALEIGH, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**LEVITY OF BREA, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**COMEDY CLUB RALEIGH, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**COMEDY CLUB OF ONTARIO, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**LEVITY LIVE RALEIGH 1, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**COMEDY CLUB OF PITTSBURGH, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**LEVITY LIVE RALEIGH 2, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**COMEDY CLUB LOS ANGELES, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**IRVINE COMEDY CLUB, L.L.C.**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**COMEDY CLUB OF SAN JOSE, L.L.C.**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**LEVITY IRVINE, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**COPPER BLUES, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**LEVITY IRVINE RESTAURANT, LLC**

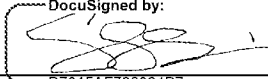
By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

**COMEDY CLUB OF MILWAUKEE, LLC**

By: *Alireza Ghaemian*  
Name: Alireza Ghaemian  
Title: Chief Executive Officer

Accepted and Agreed:

**AMC NETWORKS VENTURES LLC,**  
as Lender

By:  DocuSigned by:  
\_\_\_\_\_  
Name: Sean S. Sullivan  
Title: Executive Vice President &  
Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007071 FRAME: 0987**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>% Ownership</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration Date</b>	<b>Registration Number</b>
LEVITY ENTERTAINMENT GROUP, LLC	WAIT FOR IT	100%	USPTO	2/21/2017	5147230
LEVITY ENTERTAINMENT GROUP, LLC	LEVITY LIVE	100%	USPTO	8/6/2013	4380622
TRIAGE ENTERTAINMENT, LLC	A HOME FOR THE HOLIDAYS	100%	USPTO	7/23/2013	4372202
TRIAGE ENTERTAINMENT, LLC	A HOME FOR THE HOLIDAYS	100%	USPTO	7/23/2013	4372048
TRIAGE ENTERTAINMENT, LLC	TRIAGE ENTERTAINMENT	100%	USPTO	1/23/2001	2423186
TRIAGE ENTERTAINMENT, LLC	T ONE TWO THR ENTERTAINMENT TR.E.	100%	USPTO	11/14/2000	2404128
IMPROV WEST ASSOCIATES	WHERE COMEDY BEGINS	100%	USPTO	12/3/2019	5925804
IMPROV WEST ASSOCIATES	IMPROV TRAFFIC SCHOOL	100%	USPTO	7/19/2011	3997621
IMPROV WEST ASSOCIATES	UP YOURS	100%	USPTO	5/8/2012	4139056
IMPROV WEST ASSOCIATES	IMPROV	100%	USPTO	10/6/2009	3691672
IMPROV WEST ASSOCIATES	IMPROV	100%	USPTO	10/6/2009	3691671
IMPROV WEST ASSOCIATES	IMPROV TV	100%	USPTO	5/6/2009	3629101
IMPROV WEST ASSOCIATES	BRICK WALL	100%	USPTO	11/6/2010	3878240
IMPROV WEST ASSOCIATES	IMPROVISATION	100%	USPTO	8/6/2002	2603344
IMPROV WEST ASSOCIATES	IMPROV	100%	USPTO	11/20/2001	2508610
IMPROV WEST ASSOCIATES	BUDD FRIEDMAN MARK LONOW IMPROVISATION	100%	USPTO	12/26/1989	1573976
IMPROV WEST ASSOCIATES	IMPROV LOS ANGELES- IRVINE-SAN DIGEO-LAS VEGAS-DALLAS- TEMPE-ADDISON- SHERMAN OAKS	100%	USPTO	10/24/1989	1562305
COPPER BLUES, LLC	COPPER BLUES ROCK PUB & KITCHEN	100%	USPTO	2/16/2016	4901240



COPPER BLUES, LLC	COPPER BLUES ROCK PUB & KITCHEN	100%	USPTO	2/16/2016	4901239
COPPER BLUES, LLC	COPPER BLUES	100%	USPTO	8/13/2013	4381916
COPPER BLUES, LLC	COPPER BLUES	100%	USPTO	6/26/2012	4165279