

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSG Chicago, LLC		11/12/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	MC: NY1-C413, 4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3563669	THE CHICAGO THEATRE	
Registration Number:	3563671	CHICAGO THE CHICAGO THEATRE	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515262		
Email:	jmull@stblaw.com		
Correspondent Name:	Amber Harezlak		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/2298		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	11/18/2020		
Total Attachments: 5			
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SHORT FORM
IP SECURITY AGREEMENT

This IP SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated November 12, 2020, is made by MSG Chicago, LLC, a Delaware limited liability company (the “Grantor”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the “Administrative Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, MSG National Properties, LLC (the “Company”), MSG Entertainment Group, LLC and the subsidiaries of the Company from time to time party thereto, as Guarantors, JPMorgan Chase Bank N.A., as Administrative Agent (the “Administrative Agent”) and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the Credit Agreement dated November 12, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor have entered into the Security Agreement dated November 12, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit.

WHEREAS, under the terms of the Security Agreement, the Grantor have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title or interest in or to any and all of the Registered IP Collateral, including the Trademarks listed on Schedule I hereto (including, with respect to such Trademarks, all goodwill symbolized thereby), and any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, breach or other violation with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover proceeds arising from such damages (the “Security Interest”).

SECTION 3. Security Agreement and Credit Agreement. The Security Interest granted pursuant to this Short Form IP Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Credit Agreement, and the Administrative Agent and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Registered IP Collateral made and granted hereby, as well as the terms governing termination and release of the Security Interest, are more fully set forth in the Security Agreement and Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision of this Short Form IP Security Agreement is deemed to

conflict with the Security Agreement or Credit Agreement, the provisions of the Security Agreement or Credit Agreement will control.

SECTION 4. Counterparts. This Short Form IP Security Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery by telecopier, “.pdf”, “.tif” or other electronic imaging means of an executed counterpart of a signature page to this Short Form IP Security Agreement will be effective as delivery of a manually executed counterpart of this Short Form IP Security Agreement. This Short Form IP Security Agreement will become effective as of the date signed by the Grantor, and thereafter will be binding upon the Grantor and the Administrative Agent and their respective permitted successors and assigns. The Administrative Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, “.pdf”, “.tif” or other electronic imaging means.


SECTION 5. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 6. Governing Law. This Short Form IP Security Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York, without reference to its conflicts of laws provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.



MSG CHICAGO, LLC,
as Grantor

DocuSigned by:
By: Mark H. Fitzpatrick 
.....7DF2A56C0B31495.....
Title: Executive Vice President and
Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Joon Hur
Title: Executive Director

SCHEDULE A

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
MSG Chicago, LLC	77464537	3563669	 A rectangular logo with a double-line border containing the word "CHICAGO" in a bold, sans-serif font.
MSG Chicago, LLC	77464653	3563671	 A logo featuring a vertical stack of the letters "C", "H", "I", "C", "A", "G", "O" on the left, followed by a horizontal line of the word "CHICAGO" in a bold, sans-serif font.