

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685910

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DISC Intellectual Properties, LLC		11/04/2021	Limited Liability Company: CALIFORNIA
GEP Software Technologies, LLC		11/04/2021	Limited Liability Company: DELAWARE
SyncOnSet Technologies, LLC		11/04/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5454133	CC
Registration Number:	1676962	CENEX
Registration Number:	3490354	CENTRAL CASTING
Registration Number:	1653200	CENTRAL CASTING
Registration Number:	3945237	CENTRAL CASTING EST. 1925
Registration Number:	2815057	ENTERTAINMENT PARTNERS
Registration Number:	2991598	EP
Registration Number:	5566216	EP
Registration Number:	2859999	EP ENTERTAINMENT PARTNERS
Registration Number:	2916662	EP GLOBAL VISTA
Registration Number:	4176579	EP VISTA 5
Registration Number:	3952640	MM
Registration Number:	3952642	MM
Registration Number:	2178281	MOVIE MAGIC

CH \$490.00 5454133

Property Type	Number	Word Mark
Registration Number:	4863373	SCENECHRONIZE
Registration Number:	5076590	SMARTSTART
Registration Number:	4226558	V5
Registration Number:	2825285	VISTA
Registration Number:	4581761	SYNCONSET

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11668.536
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	11/04/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 4, 2021, by and among DISC Intellectual Properties, LLC, a California limited liability company, GEP Software Technologies, LLC, a Delaware limited liability company and SyncOnSet Technologies, LLC, a Delaware limited liability company (each, a “Grantor” and, collectively, the “Grantors”) and Ares Capital Corporation, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Second Lien Pledge and Security Agreement, dated as of November 4, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each 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 Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or the release of the Trademark Collateral, in each case, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Junior Priority Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the Security Agreement are subject to the terms and provisions of each Junior Priority Intercreditor Agreement (including the First Lien/Second Lien Intercreditor Agreement) and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of each Junior Priority Intercreditor Agreement (including the First Lien/Second Lien Intercreditor Agreement). In the event of any conflict between the terms of any Junior Priority Intercreditor Agreement (including the First Lien/Second Lien Intercreditor Agreement) and the terms of this Trademark Security Agreement, the terms of such Junior Priority Intercreditor Agreement shall govern.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

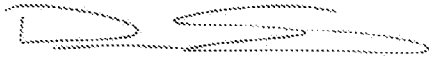
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

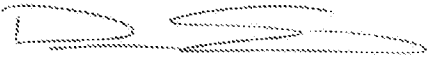
DISC INTELLECTUAL PROPERTIES, LLC

By: 
Name: Darren S. Seidel
Title: Chief Financial Officer

GEP SOFTWARE TECHNOLOGIES, LLC

By: 
Name: Darren S. Seidel
Title: Chief Financial Officer

SYNCONSET TECHNOLOGIES, LLC

By: 
Name: Darren S. Seidel
Title: Chief Financial Officer

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No. / Registration No.	Registration Date	Owner
CC & Design	5454133	4/24/2018	DISC Intellectual Properties, LLC
CENEX	1676962	2/25/1992	DISC Intellectual Properties, LLC
CENTRAL CASTING	3490354	8/19/2008	DISC Intellectual Properties, LLC
CENTRAL CASTING	1653200	8/6/1991	DISC Intellectual Properties, LLC
CENTRAL CASTING EST. 1925 & Design	3945237	4/12/2011	DISC Intellectual Properties, LLC
ENTERTAINMENT PARTNERS	2815057	2/17/2004	DISC Intellectual Properties, LLC
EP & Design	2991598	9/6/2005	DISC Intellectual Properties, LLC
EP & Design	5566216	9/18/2018	DISC Intellectual Properties, LLC
EP ENTERTAINMENT PARTNERS & Design	2859999	7/6/2004	DISC Intellectual Properties, LLC
EP GLOBAL VISTA	2916662	1/4/2005	DISC Intellectual Properties, LLC
EP VISTA 5 & Design	4176579	7/17/2012	DISC Intellectual Properties, LLC

MM & Design	3952640	4/26/2011	DISC Intellectual Properties, LLC
MM & Design	3952642	4/26/2011	DISC Intellectual Properties, LLC
MOVIE MAGIC & Design	2178281	8/4/1998	DISC Intellectual Properties, LLC
SCENECHRONIZE	4863373	12/1/2015	GEP Software Technologies, LLC
SMARTSTART	5076590	11/8/2016	DISC Intellectual Properties, LLC
V5 & Design	4226558	10/16/2012	DISC Intellectual Properties, LLC
VISTA	2825285	3/23/2004	DISC Intellectual Properties, LLC
SYNCONSET	4581761	8/5/2014	SyncOnSet Technologies, LLC