

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694217

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900656080
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Productions Holdings, LLC		11/12/2021	Limited Liability Company:
Premier Festivals, LLC		11/12/2021	Limited Liability Company:
BZ Clarity Holdings, LLC		11/12/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Families-Backing-Families Credit Fund I, LP
Street Address:	5251 DTC Parkway, Suite 1050
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5702490	BIG CHURCH NIGHT OUT
Registration Number:	5071448	
Registration Number:	4936449	OUTCRY
Registration Number:	5071447	OUTCRY
Registration Number:	5601628	OUTCRY FESTIVAL
Registration Number:	5067017	OUTCRY TOUR
Registration Number:	4330743	PREMIER PRODUCTIONS
Registration Number:	3602065	WINTER JAM TOUR SPECTACULAR
Registration Number:	3659590	PREMIER FESTIVALS
Registration Number:	3486407	BASE ENTERTAINMENT
Serial Number:	87692756	BASE IMAGINE

CORRESPONDENCE DATA

Fax Number: 3104079090

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3104074010
Email: nmaoz@ktbslaw.com
Correspondent Name: KTBS Law LLP; N. Maoz
Address Line 1: 1801 Century Park East
Address Line 2: 26th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Nir Maoz
SIGNATURE:	/Nir Maoz/
DATE SIGNED:	12/13/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement** (this “**Trademark Security Agreement**”) is made as of November 12, 2021, by BZ Clarity Holdings, LLC, Premier Productions Holdings, LLC (f/k/a Premier Productions, Inc.) and Premier Festivals, LLC (each, a “**Grantor**”), in favor of Families-Backing-Families Credit Fund I, LP, in its capacity as Collateral Agent (together with its successors and assigns in such capacity, the “**Grantee**”).

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed opposite such Grantor’s name on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated November 12, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

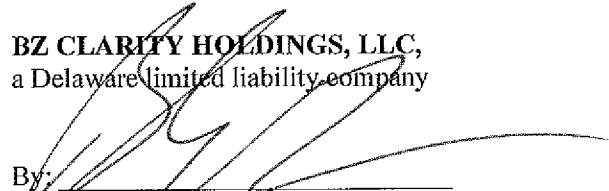
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

BZ CLARITY HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Brian E. Becker
Title: Chief Executive Officer

**PREMIER PRODUCTIONS HOLDINGS,
LLC,**
a South Carolina limited liability company

By: _____
Name: Michael Pugh
Title: President and Chief Executive Officer

PREMIER FESTIVALS, LLC,
a North Carolina limited liability company

By: _____
Name: Shane Quick
Title: President

[Signature Page to Trademark Security Agreement]

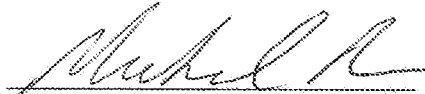
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REEL: 007506 FRAME: 0993

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a Delaware limited liability company

By: _____
Name: Brian E. Becker
Title: Chief Executive Officer

**PREMIER PRODUCTIONS HOLDINGS,
LLC,**
a South Carolina limited liability company

By: 
Name: Michael Pugh
Title: President and Chief Executive Officer

PREMIER FESTIVALS, LLC,
a North Carolina limited liability company

By: _____
Name: Shane Quick
Title: President

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By: _____
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By: _____
Name: Michael Pugh
Title: President and Chief Executive Officer

PREMIER FESTIVALS, LLC,
a North Carolina limited liability company

By: 
Name: Shane Quick
Title: President

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed:

FAMILIES-BACKING-FAMILIES CREDIT FUND I, LP,
as Collateral Agent

By: Family Legacy Capital Credit Investors, LLC
Its: General Partner

By: Family Legacy Capital Credit Management, LLC
Its: Manager

By:  _____

Name: Peter Eschmann

Title: Principal of the General Partner and the Manager

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Country	Trademark	Reg. No. App. No.	Reg. Date App. Date	Grantor
US	BIG CHURCH NIGHT OUT	5702490 88064704	03/19/2019 08/03/2018	Premier Productions Holdings, LLC
US	Design Only	5071448 86794961	11/01/2016 10/21/2015	Premier Productions Holdings, LLC
US	OUTCRY	4936449 86745190	04/12/2016 09/02/2015	Premier Productions Holdings, LLC
US	OUTCRY and Design	5071447 86794884	11/01/2016 10/21/2015	Premier Productions Holdings, LLC
US	OUTCRY FESTIVAL	5601628 86745323	11/06/2018 09/02/2015	Premier Productions Holdings, LLC
US	OUTCRY TOUR	5067017 86745142	10/25/2016 09/02/2015	Premier Productions Holdings, LLC
US	PREMIER PRODUCTIONS	4330743 85626805	05/07/2013 05/16/2012	Premier Productions Holdings, LLC
US	WINTER JAM TOUR SPECTACULAR	3602065 77558070	04/07/2009 04/28/2008	Premier Productions Holdings, LLC and New Song Ministries, Inc.
US	PREMIER FESTIVALS	3659590 77556161	07/21/2009 08/26/2008	Premier Festivals, LLC
US	BASE ENTERTAINMENT	3486407 78/873,667	3/24/2015 3/21/2013	BZ Clarity Holdings, LLC
US	BASE IMAGINE	N/A 87692756	N/A 11/21/2017	BZ Clarity Holdings, LLC