

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Backstage, LLC		03/01/2022	Limited Liability Company: DELAWARE
Sonicbids LLC		03/01/2022	Limited Liability Company: DELAWARE
Voice123, LLC		03/01/2022	Limited Liability Company: DELAWARE
FFW Buyer LLC		03/01/2022	Limited Liability Company: DELAWARE
Red Ampersand, LLC		03/01/2022	Limited Liability Company: CALIFORNIA
Sharegrid Platforms, LLC		03/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2452299	BACK STAGE	
Registration Number:	1404920	BACK STAGE	
Registration Number:	1879722	BACK STAGE WEST	
Registration Number:	2656887	SONICBIDS	
Registration Number:	5588983	VOICE123	
Registration Number:	5838181	FILMFREEWAY	
Registration Number:	6123859	COVERFLY	
Registration Number:	5871099	SG SHAREGRID	

OP \$215.00 2452299

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:** 6142803562**Email:** ted.mulligan@wolterskluwer.com, agesek@cahill.com**Correspondent Name:** Ted Mulligan**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:	03/01/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of March 1, 2022 (this “Agreement”), among the undersigned (each a “Grantor” and, collectively, the “Grantors”) and Royal Bank of Canada in its capacity as administrative agent and collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of February 7, 2019, (as amended by the Amendment No. 1 to First Lien Credit Agreement, dated as of February 27, 2020, as amended by the Incremental Facility Agreement No. 1, dated as of April 20, 2020, as amended by the Incremental Facility Agreement No. 2, dated as of December 30, 2021, as amended by the Amendment No. 2 to First Lien Credit Agreement, dated as of February 28, 2022, as amended by the Incremental Facility Agreement No. 3, dated as of March 1, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Camera Holdings LP, a Delaware limited partnership (“Initial Holdings”), Payroll Holdings, LLC, a Delaware limited liability company (“Holdings”), Camera Merger Sub III LLC, a Delaware limited liability company (the “Initial Borrower”) and Cast & Crew LLC (f/k/a Cast & Crew Payroll, LLC), a Delaware limited liability company (the “Borrower”), the lenders and issuing banks from time to time party thereto and the Administrative Agent and (b) the First Lien Pledge and Security Agreement dated as of February 7, 2019 (as supplemented by the Security Agreement Joinder No. 1, dated as of April 20, 2020, as supplemented by the Security Agreement Joinder No. 2, dated as of December 30, 2021, as supplemented by the Security Agreement Joinder No. 3, dated as of March 1, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 Security Agreement or the Credit Agreement, as applicable.

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 Administrative 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 any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”). For the avoidance of doubt, the term “Collateral” shall not include any Excluded Asset.

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security 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.

SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Left Blank]

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

BACKSTAGE, LLC,

DocuSigned by:
By: sally knutson
Name: Sally Knutson
Title: Chief Financial Officer

SONICBIDS LLC,

DocuSigned by:
By: sally knutson
Name: Sally Knutson
Title: Chief Financial Officer

VOICE123, LLC,

DocuSigned by:
By: sally knutson
Name: Sally Knutson
Title: Chief Financial Officer

FFW BUYER LLC,

DocuSigned by:
By: sally knutson
Name: Sally Knutson
Title: Chief Financial Officer

RED AMPERSAND, LLC,

DocuSigned by:
By: sally knutson
Name: Sally Knutson
Title: Chief Financial Officer

SHAREGRID PLATFORMS, LLC,

DocuSigned by:
By: sally knutson
Name: Sally Knutson
Title: Chief Financial Officer

ROYAL BANK OF CANADA, as Collateral Agent

By: 
Name: Susan Khokher
Title: Manager, Agency

SCHEDULE I

U.S. Trademark Registrations:

Mark	Jurisdiction	Registration No. Registration Date	Status	Current Owner of Record
Back Stage	United States	2,452,299 5/22/2001	Registered	Backstage, LLC
Back Stage	United States	1,404,920 8/12/1986	Registered	Backstage, LLC
Back Stage West	United States	1,879,722 2/21/1995	Registered	Backstage, LLC
Sonicbids	United States	2,656,887 12/3/2002	Registered	Sonicbids LLC
Voice123	United States	5,588,983 October 23, 2018	Registered	Voice123, LLC
FILMFREEWAY	United States	August 20, 2019/5,838,181	Registered	FFW Buyer LLC
COVERFLY	United States	August 11, 2020/6,123,859	Registered	Red Ampersand, LLC ¹

¹ Record owner is listed as Red Ampersand, Inc. Company to update record ownership.

U.S. Trademark Applications:

Applicant	Country	Registration No./Applicant No.	Application Date (or Registration Date)	Trademark	Status
ShareGrid Platforms, LLC	United States	5,871,099	Filed July 12, 2018, registered October 1, 2019	SG ShareGrid	Registered