

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ETN Media, LLC (f/k/a ETN Media, Inc.)		05/27/2022	Limited Liability Company: CALIFORNIA
Nitro Circus IP Holdings LP		05/27/2022	Limited Partnership: DELAWARE
SJP Holdings, LLC		05/27/2022	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. Bank Trust Company, National Association, as administrative agent
Street Address:	214 N Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202-1078
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	5590976	ETN
Registration Number:	5566542	
Registration Number:	4289310	SLS
Registration Number:	4168183	STREET LEAGUE
Registration Number:	4183536	STREET LEAGUE
Registration Number:	4286376	STREET LEAGUE
Registration Number:	4295872	STREET LEAGUE
Registration Number:	4705652	STREET LEAGUE SKATEBOARDING
Registration Number:	4863629	SUPER CROWN
Registration Number:	5326737	SUPERJACKET
Registration Number:	5326738	SUPERJACKET
Registration Number:	5583687	SUPERJACKET
Registration Number:	3862825	
Registration Number:	3862826	
Registration Number:	3862827	

CH \$915.00 5590976

Property Type	Number	Word Mark
Registration Number:	5168237	NITRO CIRCUS
Registration Number:	5834990	NITRO CIRCUS
Registration Number:	5885683	NITRO CIRCUS
Registration Number:	3222025	NITRO CIRCUS
Registration Number:	3210835	NITRO CIRCUS
Registration Number:	3782822	NITRO CIRCUS
Registration Number:	4009991	NITRO CIRCUS LIVE
Registration Number:	3862819	NITRO CIRCUS
Registration Number:	3862822	NITRO CIRCUS
Registration Number:	3862821	NITRO CIRCUS
Registration Number:	4538757	NITRO CITY
Registration Number:	5056129	NITRO WORLD GAMES
Registration Number:	5151112	NITRO WORLD GAMES
Registration Number:	5257445	NITRO WORLD GAMES
Serial Number:	88761598	THRILL ONE
Serial Number:	88712049	NITRO RALLYCROSS
Registration Number:	6195686	NRX NITRO RALLYCROSS
Serial Number:	87886586	WHISKEY THROTTLE
Registration Number:	5807972	NITRO RALLYCROSS
Registration Number:	5235335	NITRO WORLD GAMES
Registration Number:	3255260	TRAVIS AND THE NITRO CIRCUS

CORRESPONDENCE DATA

Fax Number: 3126095005

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.

Email: hmill@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 45798.00.0085

NAME OF SUBMITTER: Holly Miller

SIGNATURE: /Holly Miller/

DATE SIGNED: 06/17/2022

Total Attachments: 11

source=Project Thrill - Trademark Security Agreement#page1.tif

source=Project Thrill - Trademark Security Agreement#page2.tif

source=Project Thrill - Trademark Security Agreement#page3.tif

source=Project Thrill - Trademark Security Agreement#page4.tif

source=Project Thrill - Trademark Security Agreement#page5.tif
source=Project Thrill - Trademark Security Agreement#page6.tif
source=Project Thrill - Trademark Security Agreement#page7.tif
source=Project Thrill - Trademark Security Agreement#page8.tif
source=Project Thrill - Trademark Security Agreement#page9.tif
source=Project Thrill - Trademark Security Agreement#page10.tif
source=Project Thrill - Trademark Security Agreement#page11.tif

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS)

May 27, 2022

WHEREAS, ETN Media, LLC (f/k/a ETN Media, Inc.), a California limited liability company, Nitro Circus IP Holdings LP, a Delaware limited partnership and SJP Holdings, LLC, a California limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”) own certain Trademarks (as defined below); and

WHEREAS, each Grantor, the guarantors from time to time party thereto, PGIM, Inc., as lead lender representative, U.S. Bank Trust Company, National Association, as administrative agent (in such capacity, the “**Administrative Agent**” or “**Grantee**”), and the lenders from time to time party thereto have entered into a Credit Agreement, dated as of May 27, 2022 (as from time to time amended, restated, supplemented, increased, extended or otherwise modified, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of May 27, 2022 made by each Grantor and certain affiliates of each Grantor (as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), each Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of such Grantor, including all right, title and interest of such Grantor’s in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and collaterally assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of such Grantor’s right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which each Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by each Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing.

provided, notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark.

As used herein:

"**Trademarks**" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office, including those described in Schedule 1 hereto, (d) all extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which each Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

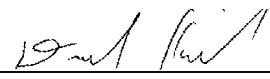
THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION BUT INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED IN SUCH STATE, EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON PERFECTION OF THE SECURITY INTEREST CREATED

HEREBY, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS CHOICE OF LAW IS MADE PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

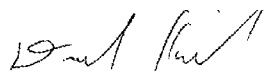
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

ETN MEDIA, LLC (f/k/a ETN MEDIA, INC.)


By: 
Name: David Hirschfeld
Title: Authorized Signatory

NITRO CIRCUS IP HOLDINGS LP

By: Nitro Circus IP Holdings GP, LLC, as its General Partner

By: 
Name: David Hirschfeld
Title: Authorized Signatory

SJP HOLDINGS, LLC

By: 
Name: David Hirschfeld
Title: Authorized Signatory

ACKNOWLEDGED:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,

as Administrative Agent

By:

Name: James A. Hanley

Title: Vice President

Signature Page to Trademark Security Agreement



TRADEMARK
REEL: 007756 FRAME: 0359

Schedule 1

Trademarks

[see attached]

ETN Media Inc. SuperJacket and Nitro Circus IP Holdings LP Trademark and IP Portfolio

Mark	Description	Owner	Application Number	Registration Number	Application Date	Registration Date
ETN		ETNMedia, Inc.	87/321,329	5590976	2/1/2017	10/23/2018
ETN (Design Only)		ETNMedia, Inc.	87/321,263	5566542	2/1/2017	9/18/2018

SLS	SLS	ETNMedia, Inc.	77/834,597	4289310	9/24/2009	2/12/2013
STREET LEAGUE	STREET LEAGUE	ETNMedia, Inc.	77/435,850	4168183	3/31/2008	7/3/2012
STREET LEAGUE	STREET LEAGUE	ETNMedia, Inc.	77/489,366	4183536	6/3/2008	7/31/2012
STREET LEAGUE	STREET LEAGUE	ETNMedia, Inc.	77/489,375	4286376	6/3/2008	2/5/2013
STREET LEAGUE	STREET LEAGUE	ETNMedia, Inc.	77/489,383	4295872	6/3/2008	2/26/2013
STREET LEAGUE SKATEBOARDING(Sp. lized)		ETNMedia, Inc.	77/948,836	4705652	3/2/2010	3/24/2015
SUPER CROWN	None	ETNMedia, Inc.	86/040,483	4865629	8/16/2013	12/1/2015

SUPERJACKET	White, black, red and blue jacket with the word Super and Jacket written under it in white and blue respectively	SJP Holdings, LLC		5326737		11/7/2017
SUPERJACKET	None	SJP Holdings, LLC		5326738		11/7/2017
SUPERJACKET	Color is not claimed as a feature of the mark. The mark consists of a black and white jacket inside a black circle, with the word "SUPERJACKET" in black underneath.	SJP Holdings, LLC		5583687		10/16/2018
NITRO BOMB DESIGN	Downloadable films, prerecorded digital video disks and DVDs featuring action sports and events for on and off road car and truck racing, motocross, supercross, racing, skydiving, cliff jumping, cliff diving, snowboarding, bmx, skateboarding, skiing, [surfing,] wakeboarding, and other sports	Nitro Circus IP Holdings, LP	77/828133	3862825	9/16/2009	10/19/2010
NITRO BOMB DESIGN	16: Sticker and posters. 25: Clothing, namely, shirts, t-shirts, hooded sweatshirts, jackets, beanies, caps, hats, tanktops [bandannas]	Nitro Circus IP Holdings, LP	77/828145	3862826	9/16/2009	10/19/2010
NITRO BOMB DESIGN	Entertainment services, in the nature of organizing, performing and competing in action sporting events, namely, on and off road car and truck racing, motocross, supercross, racing, skydiving, cliff jumping, cliff diving, snowboarding, bmx, skateboarding, skiing, surfing, wakeboarding competitions and events, film distribution and editing; motion picture film production [; production of video disks]	Nitro Circus IP Holdings, LP	77/828165	3862827	9/16/2009	10/19/2010

	<p>03: Temporary tattoo transfers for use as cosmetics; perfumery; cosmetics. 05: First aid kits; adhesive bandages; nutritional supplement energy bars. 18: Back packs; sport bags; handbags; purses; travel bags; duffel bags; tote bags; garment bags for travel; luggage; umbrellas; messenger bags. 21: Cups and mugs; drinking glasses; paper plates; lunch boxes; thermal insulated containers for food or beverages. 24: Towels; bed spreads; pillow cases; curtains; draperies; bed sheets; comforters; bed blankets; blanket throws. 25: Clothing, namely, shirts, t-shirts, hooded sweatshirts, sweatshirts, jackets, beanies, caps, hats, and tank tops; bandanas; gloves; scarves; socks; underwear; pajamas; wristbands; shorts; masquerade costumes; shoes for men, women and children; 29: Dried meats; dried fruits and processed nuts; candied fruit snacks; 30: cereal based energy bars; breakfast cereal; cereal bars; candy; chocolate; chewing gum; confectionery, made of sugar; confectionery, made of sugar substitutes; coffee; tea. 35: Business consultation services; talent agency services; retail and online retail store services featuring clothing, toys, back packs, towels, DVDs, video games, skateboards, and athletic pads. 41: Providing non-downloadable electronic publications in the nature of newsletters and magazines in the fields of action sports, stunts, and athletes; online multimedia publishing of books, magazines, journals, software, games, music, and electronic publications; electronic publication, online and over a global computer network, of magazines on a wide range of topics; entertainment services in the nature of television shows, films, sound recordings, webcasts and podcasts all in the fields of action sports, stunts, and athletes; education services, namely, providing corporate events, team-building events, demonstrations, exhibitions, classes and workshops in the fields of action sports, stunts, and athletes; sports camp services; distribution of television programs, films and audio recordings for others; production of television programs, films and audio recordings; photography; entertainment services in the nature of arranging, conducting and organizing educational events, in the nature of action sports and stunts; entertainment events in the nature of action sports and stunts; sporting events in the nature of athletic competitions and exhibitions and cultural events.</p>					
NITRO CIRCUS	<p>Downloadable audio-visual media content, namely, downloadable audio and video recordings featuring stunts, action sports, and athletes; Downloadable motion pictures and television shows featuring stunts, action sports, and athletes; pre-recorded DVDs about stunts, action sports, and athletes; Pre-recorded motion picture films about stunts, action sports, and athletes; downloadable pre-recorded television shows, namely, television shows about stunts, action sports and athletes; Downloadable webcasts in the field of stunts, action sports and athletes.</p>	Nitro Circus IP Holdings LP	86/981584	5168237	3/29/2015	3/21/2017
NITRO CIRCUS	<p>Computer game software for video and computer games; Video game software featuring stunts, action sports, and athletes; Interactive multimedia computer game programs featuring stunts, action sports, and athletes; computer application software for mobile phones, mobile devices, handheld computers, computers and tablet computers, namely, computer game programs featuring stunts, action sports, and athletes; Protective covers for mobile phones and computers; Bicycle helmets</p>	Nitro Circus IP Holdings LP	86/580179	5834990	3/29/2015	8/13/2019
NITRO CIRCUS	<p>12: Bicycles; scooters. 16: Decals and stickers; posters; stickers; calendars; bumper stickers; books in the field of action sports and stunts. 28: Construction toys; bendable toys; collectible toy figures; action figures; toy vehicles; toy vehicle play sets; toy scooters; elbow and knee pads for athletic use; child-ride-on toy</p>	Nitro Circus IP Holdings LP	86/978277	5885683	3/29/2015	10/15/2019
NITRO CIRCUS	<p>Downloadable films provided via video-on-demand, pre-recorded digital video disks, pre-recorded compact disks, pre-recorded CDs, video tapes, laser disks and DVD's all featuring action sports and events for on and off road car and truck racing, motocross, supercross, racing, skydiving, cliff jumping, cliff diving, snowboarding, bmx, skateboarding, skiing, surfing, wakeboarding competitions and events; cliffdiving, snowboarding, bmx, skateboarding, skiing, surfing, wakeboarding, and other sports</p>	Nitro Circus IP Holdings LP	78/800808	3222025	1/27/2006	3/27/2007
NITRO CIRCUS	<p>Entertainment services, in the nature of organizing, performing and competing in action sporting events, namely, on and off road car and truck racing, motocross, supercross, racing, skydiving, cliff jumping, cliff diving, snowboarding, bmx, skateboarding, skiing, surfing, wakeboarding competitions and events; film distribution and editing; motion picture film production; production of video disks</p>	Nitro Circus IP Holdings LP	78/800828	3210835	1/27/2006	2/20/2007

NITRO CIRCUS	Clothing, namely, shirts, t-shirts, hooded sweatshirts, sweatshirts, jackets, beanies, caps, hats and tanktops	Nitro Circus IP Holdings LP	78/800752	3782822	1/27/2006	4/27/2010
NITRO CIRCUS LIVE	Entertainment services, live entertainment in the nature of organizing, performing and competing in live action sporting events, namely, on and off road car and truck racing, motocross, supercross, racing, skydiving, cliff jumping, cliff diving, snowboarding, bmx, skateboarding, skiing, surfing, wakeboarding, competitions and events; film distribution and editing; motion picture film production; production of video disks for others	Nitro Circus IP Holdings LP	77/881202	4009991	11/25/2009	8/9/2011
NITRO CIRCUS LOGO	Downloadable films, pre-recorded digital video disks and DVDs featuring action sports and events for on and off road car and truck racing, motocross, supercross, racing, skydiving, cliff jumping, cliff diving, snowboarding, bmx, skateboarding, skiing, [surfing,] wakeboarding, and other sports	Nitro Circus IP Holdings LP	77/827867	3862819	9/16/2019	10/19/2010
NITRO CIRCUS LOGO	Entertainment services, in the nature of organizing, performing and competing in action sporting events, namely, on and off road car and truck racing, motocross, supercross, racing, skydiving, cliff jumping, cliff diving, snowboarding, bmx, skateboarding, skiing, surfing, wakeboarding competitions and events; film distribution and editing; motion picture film production [; production of video disks]	Nitro Circus IP Holdings LP	77/828039	3862822	9/16/2009	10/19/2010
NITRO CIRCUS LOGO	16: Stickers and posters. 25: Clothing, namely, shirts, t-shirts, hooded sweatshirts, jackets, beanies, caps, hats, tanktops [bandannas]	Nitro Circus IP Holdings LP	77/827980	3862821	9/16/2009	10/19/2010
NITRO CITY	hotel services; restaurant services.	Nitro Circus IP Holdings LP	85/740576	438757	9/27/2012	5/27/2014
NITRO WORLD GAMES	Arranging and conducting athletic competitions; entertainment services in the nature of athletic stunt competitions	Nitro Circus IP Holdings LP	86/809904	5056129	11/4/2015	10/4/2016
NITRO WORLD GAMES	Hats, T-shirts	Nitro Circus IP Holdings LP	87/115251	5151112	7/25/2016	2/28/2017
NITRO WORLD GAMES stylized	Arranging and conducting athletic competitions; entertainment services in the nature of athletic stunt competitions	Nitro Circus IP Holdings LP	87/026623	5257445	5/5/2016	8/1/2017
THRILL ONE (words)	Entertainment services, namely, the organization, staging, and presentation of live action sports events and competitions in the field of freestyle motocross, motorcycle riding and racing, BMX, mountain biking, road biking, skateboarding, scootering, inline skating, snowboarding, skiing, surfing, wakeboarding, skydiving, cliff jumping, base jumping and cliff diving; content creation in the nature of audio and video production, providing graphics in the nature of on-line non-downloadable images, videos, and photos and distribution of videos, photos, and images being multimedia entertainment content all in the field of sports, action sports, art, current events, technology, science game shows, television and reality television, drama, travel, adventure and people and culture on televisions, digital and social media platforms, streaming services and all other forms of media	Nitro Circus IP Holdings LP	88/761598		1/16/2020	
NITRO RALLYCROSS (words)	Clothing, namely, shirts, t-shirts, hooded sweatshirts, sweatshirts, jackets, beanies, caps being headwear, hats, bandannas and tank tops	Nitro Circus IP Holdings LP	88/712049		1/16/2020	
NITRO RALLYCROSS NRX (device)	Arranging and conducting automobile racing competition events; entertainment services in the nature of automobile racing competition events	Nitro Circus IP Holdings LP	88/043483	6195686	7/18/2018	11/10/2020
WHISKEY THROTTLE (words)	25: Clothing, namely, shirts, t-shirts, hooded sweatshirts, sweatshirts, jackets, beanies, caps, hats, bandannas and tank tops. 41: Entertainment services, namely, live entertainment in the nature of organizing, performing, and conducting live action sporting events and sports themed events	Nitro Circus IP Holdings LP	87/886586		4/20/2018	
NITRO RALLYCROSS (words)	Arranging and conducting automobile racing competition events; entertainment services in the nature of automobile racing competition events	Nitro Circus IP Holdings LP	87/886873	5807972	4/20/2018	7/16/2019
NITRO WORLD GAMES stylized	Hats, T-shirts	Nitro Circus IP Holdings LP	87/115269	5235355	7/25/2016	7/4/2017
TRAVIS AND THE NITRO CIRCUS	series of downloadable films provided via video-on-demand, pre-recorded digital video disks, pre-recorded compact disks, pre-recorded CD's, video tapes, laser disks and DVD's all featuring action sports and events for on an off road car and truck racing, motocross, supercross, racing, skydiving, cliff jumping, cliff diving, snowboarding, BMX, skateboarding, skiing, surfing, wakeboarding, and other sports.	Nitro Circus IP Holdings LP	78/800782	3255260	1/27/2006	6/26/2007

TRADEMARK