

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radio City Trademarks, LLC		06/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	3116452	CHRISTMAS SPECTACULAR	
Registration Number:	3119586	RADIO CITY MUSIC HALL	
Registration Number:	5198593	CHRISTMAS SPECTACULAR STARRING THE RADIO	
Registration Number:	3108949	CHRISTMAS SPECTACULAR	
Registration Number:	5703080	MAKE TIME FOR JOY	
Registration Number:	5133193	NEW YORK SPECTACULAR STARRING THE RADIO	
Registration Number:	5244308	NEW YORK SPECTACULAR STARRING THE RADIO	
Registration Number:	5274166	NEW YORK SPECTACULAR STARRING THE RADIOC	
Registration Number:	4825122	NEW YORK SPRING SPECTACULAR	
Registration Number:	4838588	NEW YORK SPRING SPECTACULAR	
Registration Number:	4838589	NEW YORK SPRING SPECTACULAR	
Registration Number:	1323767	RADIO CITY	
Registration Number:	2185162	RADIO CITY	
Registration Number:	2517636	RADIO CITY	
Registration Number:	2743045	RADIO CITY	
Registration Number:	5758619	RADIO CITY	
Registration Number:	2029847	RADIO CITY CHRISTMAS SPECTACULAR	
Registration Number:	1121615	RADIO CITY MUSIC HALL	
Registration Number:	1220903	RADIO CITY MUSIC HALL	

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Property Type	Number	Word Mark
Registration Number:	1220567	RADIO CITY MUSIC HALL
Registration Number:	1223250	RADIO CITY MUSIC HALL
Registration Number:	3028554	RADIO CITY MUSIC HALL
Registration Number:	5758620	RADIO CITY MUSIC HALL
Registration Number:	2684374	RADIO CITY RECORDS
Registration Number:	2147635	RADIO CITY ROCKETTES
Registration Number:	2563641	RADIO CITY ROCKETTES
Registration Number:	2567658	RADIO CITY ROCKETTES
Registration Number:	4688786	RADIO CITY STAGE DOOR TOUR
Registration Number:	1202852	ROCKETTES
Registration Number:	1209117	ROCKETTES
Registration Number:	1860442	ROCKETTES
Registration Number:	5418530	ROCKETTES
Registration Number:	4272407	ROCKETTES SUMMER INTENSIVE
Registration Number:	4357207	ROCKETTES SUMMER INTENSIVE
Registration Number:	3229803	ROCKETTINI
Registration Number:	2623470	STAGE DOOR
Registration Number:	2573638	THE ROCKETTE EXPERIENCE

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1734972 TM RCT IPSA
NAME OF SUBMITTER:	Anna Marcus
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	07/06/2022

Total Attachments: 7

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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 June 30, 2022, is made by Radio City Trademarks, 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 June 30, 2022 (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 has entered into the Security Agreement dated June 30, 2022 (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 has 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, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the 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 the 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.

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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.

RADIO CITY TRADEMARKS, LLC,
as Grantors

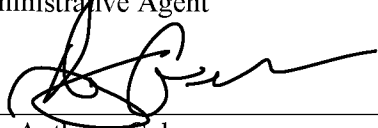
By:  
Name: Philip D' Ambrosio
Title: Senior Vice President and Treasurer

[Signature Page to Short Form IP Security Agreement (Trademark - Radio City Trademarks)]

TRADEMARK
REEL: 007771 FRAME: 0940

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

By: _____


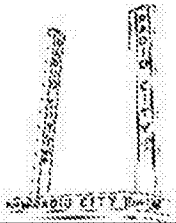



Name: Anthony Galea
Title: Executive Director

[Signature Page to Short Form IP Security Agreement (Trademark - Radio City Trademarks)]

TRADEMARK
REEL: 007771 FRAME: 0941

EXHIBIT A

ENTITY	TRADEMARK	Application #	Registration #	Country	Filing Date	Reg Date
Radio City Trademarks, LLC		78566035	3116452	UNITED STATES	2/11/2005	7/18/2006
Radio City Trademarks, LLC		78566081	3119586	UNITED STATES	2/11/2005	7/25/2006
Radio City Trademarks, LLC		87116722	5198593	UNITED STATES	7/26/2016	5/9/2017
Radio City Trademarks, LLC	CHRISTMAS SPECTACULAR	78566057	3108949	UNITED STATES	2/11/2005	6/27/2006
Radio City Trademarks, LLC	MAKE TIME FOR JOY	88072443	5703080	UNITED STATES	8/9/2018	3/19/2019
Radio City Trademarks, LLC	NEW YORK SPECTACULAR STARRING THE RADIO CITY ROCKETTES	87081537	5133193	UNITED STATES	6/23/2016	1/31/2017
Radio City Trademarks, LLC	NEW YORK SPECTACULAR STARRING THE RADIO CITY ROCKETTES	87081574	5244308	UNITED STATES	6/23/2016	7/18/2017
Radio City Trademarks, LLC	NEW YORK SPECTACULAR STARRING THE RADIO CITY ROCKETTES	87081549	5274166	UNITED STATES	6/23/2016	8/29/2017
Radio City Trademarks, LLC	NEW YORK SPRING SPECTACULAR	86364495	4825122	UNITED STATES	8/12/2014	10/6/2015

ENTITY	TRADEMARK	Application #	Registration #	Country	Filing Date	Reg Date
Radio City Trademarks, LLC	NEW YORK SPRING SPECTACULAR	86364491	4838588	UNITED STATES	8/12/2014	10/20/2015
Radio City Trademarks, LLC	NEW YORK SPRING SPECTACULAR	86364499	4838589	UNITED STATES	8/12/2014	10/20/2015
Radio City Trademarks, LLC	RADIO CITY	73443403	1323767	UNITED STATES	9/12/1983	3/5/1985
Radio City Trademarks, LLC	RADIO CITY	75977452	2185162	UNITED STATES	12/21/1995	8/25/1998
Radio City Trademarks, LLC	RADIO CITY	75194037	2517636	UNITED STATES	11/6/1996	12/11/2001
Radio City Trademarks, LLC	RADIO CITY	76138320	2743045	UNITED STATES	9/29/2000	7/29/2003
Radio City Trademarks, LLC	RADIO CITY	87728741	5758619	UNITED STATES	12/20/2017	5/21/2019
Radio City Trademarks, LLC	RADIO CITY CHRISTMAS SPECTACULAR	74736008	2029847	UNITED STATES	9/29/1995	1/14/1997
Radio City Trademarks, LLC	RADIO CITY MUSIC HALL	73179004	1121615	UNITED STATES	7/20/1978	7/3/1979
Radio City Trademarks, LLC	RADIO CITY MUSIC HALL	73327981	1220903	UNITED STATES	9/14/1981	12/21/1982
Radio City Trademarks, LLC	RADIO CITY MUSIC HALL	73328064	1220567	UNITED STATES	9/14/1981	12/21/1982
Radio City Trademarks, LLC	RADIO CITY MUSIC HALL	73328059	1223250	UNITED STATES	9/14/1981	1/11/1983
Radio City Trademarks, LLC	RADIO CITY MUSIC HALL	78505090	3028554	UNITED STATES	10/25/2004	12/13/2005
Radio City Trademarks, LLC	RADIO CITY MUSIC HALL	87728747	5758620	UNITED STATES	12/20/2017	5/21/2019
Radio City Trademarks, LLC	RADIO CITY RECORDS	76150670	2684374	UNITED STATES	10/20/2000	2/4/2003
Radio City Trademarks, LLC	RADIO CITY ROCKETTES	75261626	2147635	UNITED STATES	3/21/1997	3/31/1998
Radio City Trademarks, LLC	RADIO CITY ROCKETTES	76273726	2563641	UNITED STATES	6/18/2001	4/23/2002

ENTITY	TRADEMARK	Application #	Registration #	Country	Filing Date	Reg Date
Radio City Trademarks, LLC	RADIO CITY ROCKETTES	75261610	2567658	UNITED STATES	3/21/1997	5/7/2002
Radio City Trademarks, LLC	RADIO CITY STAGE DOOR TOUR	86360183	4688786	UNITED STATES	8/7/2014	2/17/2015
Radio City Trademarks, LLC	ROCKETTES	73323013	1202852	UNITED STATES	8/10/1981	7/27/1982
Radio City Trademarks, LLC	ROCKETTES	73304692	1209117	UNITED STATES	4/7/1981	9/14/1982
Radio City Trademarks, LLC	ROCKETTES	74293830	1860442	UNITED STATES	7/13/1992	10/25/1994
Radio City Trademarks, LLC	ROCKETTES	86386304	5418530	UNITED STATES	9/5/2014	3/6/2018
Radio City Trademarks, LLC	ROCKETTES SUMMER INTENSIVE	85687739	4272407	UNITED STATES	7/26/2012	1/8/2013
Radio City Trademarks, LLC	ROCKETTES SUMMER INTENSIVE	85745902	4357207	UNITED STATES	10/4/2012	6/25/2013
Radio City Trademarks, LLC	ROCKETTINI	78910336	3229803	UNITED STATES	6/16/2006	4/17/2007
Radio City Trademarks, LLC	STAGE DOOR	76168810	2623470	UNITED STATES	11/20/2000	9/24/2002
Radio City Trademarks, LLC	THE ROCKETTE EXPERIENCE	76313878	2573638	UNITED STATES	9/13/2001	5/28/2002

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