

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Casting Networks, LLC		08/04/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4308883	FASTCAST	
Registration Number:	5835666		
Registration Number:	5783053	CASTING NETWORKS	
Registration Number:	4746370	CASTING BILLBOARD	
Registration Number:	4649237	FASTCAPTURE	
Registration Number:	4310853	FASTCAPTURE	
Registration Number:	4127078	CASTING BILLBOARD	
Registration Number:	6668900	TALENT SYSTEMS	
Registration Number:	3484924	CASTING NETWORKS	
Registration Number:	3898427	TALENT SCOUT	
Serial Number:	97392793	FASTCAST	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		

CH \$290.00 4308883

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	08/05/2022
Total Attachments: 6 source=05 Project Moonraker - Trademark Security Agreement (Executed)#page1.tif source=05 Project Moonraker - Trademark Security Agreement (Executed)#page2.tif source=05 Project Moonraker - Trademark Security Agreement (Executed)#page3.tif source=05 Project Moonraker - Trademark Security Agreement (Executed)#page4.tif source=05 Project Moonraker - Trademark Security Agreement (Executed)#page5.tif source=05 Project Moonraker - Trademark Security Agreement (Executed)#page6.tif	

This TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2022, is made by CASTING NETWORKS, LLC, a California limited liability company (the “Grantor”) in favor of ARES CAPITAL CORPORATION (“Ares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 4, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Moonraker IntermediateCo LLC (“Holdings”), Moonraker AcquisitionCo LLC (“Topco Borrower”), each subsidiary of Topco Borrower party to the Credit Agreement as a “Borrower” (together with Topco Borrower, the “Borrowers”) and the other Credit Parties, the Lenders and L/C Issuers from time to time party thereto and Ares, as Agent for the Lenders and L/C Issuers, the Lenders and L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto (provided, that no security interest shall be granted in

United States “intent to use” trademark applications to the extent that, and solely during the period 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);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

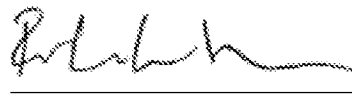
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

CASTING NETWORKS, LLC, as Grantor


By: 

Name: Rafi Gordon

Title: Co-Chief Executive Officer, President and
Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

Ares Capital Corporation,
as Agent

By: 
Name: David Schwartz
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Company</u>	<u>Mark</u>	<u>U.S. Serial Number</u>	<u>Issue Date</u>
CASTING NETWORKS, LLC	FASTCAST	Reg 4308883	26-MAR-2013
CASTING NETWORKS, LLC	Design Only	Reg 5835666	13-AUG-2019
CASTING NETWORKS, LLC	CASTING NETWORKS	Reg 5783053	18-JUN-2019
CASTING NETWORKS, LLC	CASTING BILLBOARD	Reg 4746370	02-JUN-2015
CASTING NETWORKS, LLC	FASTCAPTURE	Reg 4649237	02-DEC-2014
CASTING NETWORKS, LLC	FASTCAPTURE	Reg 4310853	26-MAR-2013
CASTING NETWORKS, LLC	CASTING BILLBOARD	Reg 4127078	10-APR-2012
CASTING NETWORKS, LLC	TALENT SYSTEMS	Reg 6668900	08-MAR-2022
CASTING NETWORKS, LLC	CASTING NETWORKS	Reg 3484924	12-AUG-2008
CASTING NETWORKS, LLC	TALENT SCOUT	Reg 3898427	04-JAN-2011

2. TRADEMARK APPLICATIONS

<u>Company</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
CASTING NETWORKS, LLC	FASTCAST	97392793	03-MAY-2022