

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The John Gore Organization, Inc.		02/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5173216	CHEAPBROADWAY.COM	
Registration Number:	2977072	EVENTUSHER	
Serial Number:	97746763	JOHN GORE ORGANIZATION	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0220		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	02/17/2023		
Total Attachments: 5			
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of February 17, 2023 (this “Agreement”), made by THE JOHN GORE ORGANIZATION, INC., a Delaware corporation, BROADWAY BRANDS, INC., a New York corporation, BROADWAY BRIEFING, INC., a Delaware corporation, and BROADWAY NEWS, INC., a Delaware corporation (individually, a “Pledgor” and collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (as defined below).

Reference is made to the Second Amended and Restated Guarantee and Collateral Agreement dated as of February 17, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among THE JOHN GORE ORGANIZATION, INC., a Delaware corporation (the “Borrower”), and each subsidiary of the Borrower identified therein and JPMorgan Chase Bank, N.A., as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”) for the Secured Parties (as defined therein). 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, assign, grant and pledge to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “IP Collateral”):

(i) all Trademarks of the United States of America, including those listed on Schedule I; (ii) all renewals thereof; (iii) all goodwill associated with or symbolized by the foregoing; (iv) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing; (v) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringements, dilutions or other violations thereof; and (vi) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for a trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, solely to the extent, if any, and solely during the period, if any, in which, the assignment, pledge or grant of a security interest in such “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), electronic deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

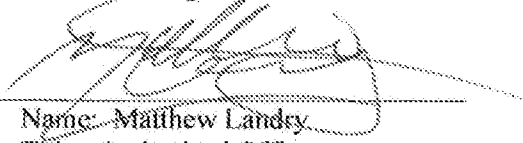
[Signature Pages Follow]

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

THE JOHN GORE ORGANIZATION, INC.
BROADWAY BRANDS, INC.
BROADWAY BRIEFING, INC.
BROADWAY NEWS, INC.

By: 
Name: John Gore
Title: Chief Executive Officer

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

By: 
Name: Matthew Landry
Title: Authorized Officer

Schedule I

Trademarks

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
The John Gore Organization, Inc.	CHEAPBROADWAY.COM	86412528	10/2/2014	5173216	3/28/2017
The John Gore Organization, Inc. (formerly known as Key Brand Entertainment, Inc.)	EVENTUSHER	76452684	9/25/2002	2977072	7/26/2005
The John Gore Organization, Inc.	JOHN GORE ORGANIZATION	97746763	1/9/2023	n/a	n/a
Broadway Brands, Inc.	BROADWAY BRANDS	88219310	12/6/2018	6044220	4/28/2020
Broadway Briefing, Inc.	BROADWAY BRIEFING	87912327	5/8/2018	5735738	4/23/2019
Broadway News, Inc.	BROADWAY NEWS	87365576	3/9/2017	5326158	10/31/2017