

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agency for the Performing Arts, LLC		08/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Flagstar Bank, N.A.		
Street Address:	900 Stewart Avenue		
Internal Address:	Suite 302		
City:	Garden City		
State/Country:	NEW JERSEY		
Postal Code:	11530		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6364784	SUPERJUICE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy Pecsenye (KH 121271-01038)		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	121271-01038		
NAME OF SUBMITTER:	Timothy D. Pecsenye		
SIGNATURE:	/Timothy D. Pecsenye/		
DATE SIGNED:	08/03/2023		
Total Attachments: 4			
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OP \$40.00 6364784

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated or otherwise modified from time to time, this "Agreement") is dated as of August 3, 2023 by and between AGENCY FOR THE PERFORMING ARTS, LLC, a Delaware limited liability company (the "Grantor"), and FLAGSTAR BANK, N.A., as Lender (as defined below) (in such capacity, together with its successors and assigns, "Lender").

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, APA HOLDINGS, INC., a Delaware corporation ("Holdings"), ARTIST GROUP INTERNATIONAL LLC, a Delaware limited liability company ("AGI"), certain of Grantor's subsidiaries and/or affiliates from time to time party thereto (together with Grantor, Holdings and AGI, collectively, "Loan Parties") and Lender, Lender agreed to make certain financial accommodations available to the Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Pledge Agreement"), by and among the Loan Parties and Lender, the Loan Parties granted to Lender a lien and security interest in substantially all of their assets to secure the Obligations (as defined in the Pledge Agreement); and

WHEREAS, the Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office in order to perfect and protect all of Lender's Liens in the intellectual property of the Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. As security for the due and punctual payment of any and all of the present and future Obligations of Grantor, Grantor hereby collaterally assigns, mortgages, pledges, hypothecates, transfers, sets over and grants to Lender a first lien on and security interest in the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the "IP Collateral"):

(a) All of the Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of the Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely 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 or any registrations that issue

therefrom under applicable federal law), and all reissues, continuations or extensions of the foregoing (as applicable); and

(b) all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for any infringement of any intellectual property.

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations.

4. **CREDIT AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan Documents. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and any Loan Document, such Loan Document shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of the Grantor identified in a written notice provided by the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

6. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of New York, without regard to conflicts of laws principles thereof (other than Section 5-1401 of the New York General Obligations Law).

7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

8. **CONSTRUCTION.** The headings of the various sections and subsections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.

9. **TERMINATION.** The security interests, liens and rights granted to Lender hereunder shall continue in full force and effect until the Maturity Date.

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.

GRANTOR:

AGENCY FOR THE PERFORMING ARTS, LLC

By: 

Name: Jim Osborne

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008154 FRAME: 0925

SCHEDULE 1

Trademarks

Mark	Registration Jurisdiction	Owner	Registration Date/ (Application Date)	Registration No/ (Application No.)	Status
Superjuice	USA	Agency for the Performing Arts, LLC		6,364,784	

Schedule to Trademark Security Agreement