

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT [TRADEMARKS ASSIGNED FROM DCP RIGHTS, LLC]		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
dick clark productions, llc		10/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SB Corporate Funding LLC		
Street Address:	One Security Benefit Place		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66636		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3541597	AMA	
Registration Number:	3777390	AMERICAN MUSIC AWARDS	
Registration Number:	3646648	DICK CLARK'S NEW YEAR'S ROCKIN' EVE	
Registration Number:	4956268	LATIN AMERICAN MUSIC AWARDS	
Registration Number:	1835779	NEW YEAR'S ROCKIN' EVE	
Registration Number:	1631927		
Registration Number:	1222096	THE AMERICAN MUSIC AWARDS	
Serial Number:	97744530	DICK CLARK'S NEW YEAR'S ROCKIN' EVE	
Serial Number:	97744524	AMERICAN MUSIC AWARDS	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6658		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	John V. Hobgood, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		

OP \$240.00 3541597

ATTORNEY DOCKET NUMBER:	2213838178
NAME OF SUBMITTER:	John V. Hobgood
SIGNATURE:	/john v. hobgood/
DATE SIGNED:	12/19/2023

Total Attachments: 6

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**SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
[TRADEMARKS ASSIGNED FROM DCP RIGHTS, LLC]**

This **SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Supplement**”) is made as of October 17, 2023 (the “**Effective Date**”) between dick clark productions, llc, a Delaware limited liability company (the “**Grantor**”) in favor of **SB CORPORATE FUNDING LLC**, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Guaranty and Collateral Agreement, dated as of January 12, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time (the “**Guaranty and Collateral Agreement**”)); capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Guaranty and Collateral Agreement), by and among PME-DCP HOLDCO, LLC, as holdings, DICK CLARK PRODUCTIONS, LLC, as the borrower, the other grantors from time to time party thereto, and the Administrative Agent;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of January 12, 2023 (as supplemented by the DCP Rights TM IP Security Agreement Supplement (defined below) and as it may be further amended, restated, supplemented or otherwise modified prior to the date hereof (the “**DCP Rights TM IP Security Agreement**”)); by and among DCP RIGHTS, LLC, as “Grantor” therein, and the Administrative Agent, relating to the Intellectual Property Collateral (as defined therein), including the Intellectual Property Collateral set forth on **Schedule 1** thereto, which was recorded with the United States Patent and Trademark Office on or about February 10, 2023;

WHEREAS, reference is made to that certain Supplement No. 1 to Intellectual Property Security Agreement, dated as of February 17, 2023 (the “**DCP Rights TM IP Security Agreement Supplement**”); by and among DCP RIGHTS, LLC, as “Grantor” therein, and the Administrative Agent, relating to the Additional Intellectual Property Collateral (as defined therein), including the Additional Intellectual Property Collateral set forth on **Schedule 1** thereto, which was recorded with the United States Patent and Trademark Office on or about March 2, 2023;

WHEREAS, reference is made to that certain Trademark Assignment, dated as of October 17, 2023, by DCP RIGHTS, LLC, as “Assignor” therein, in favor of Grantor, assigning the Additional Intellectual Property Collateral, including the Additional Intellectual Property Collateral set forth on **Schedule 1** hereto, from DCP RIGHTS, LLC, to Grantor; and

WHEREAS, under the terms of the Guaranty and Collateral Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing Lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Guaranty and Collateral Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Supplement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, but excluding any Excluded Property (collectively, the "**Additional Intellectual Property Collateral**"): (i) (A) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and domain names, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (the "**Trademarks**") and (B) all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, in each case of clauses (A) and (B) above, whether arising under the United States or any other country or any political subdivision thereof, including, without limitation, those listed on **Schedule 1** hereto; (ii) all reissues, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto; (iii) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof; (iv) all rights corresponding thereto throughout the world; (v) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all Proceeds and damages therefrom; and (vi) all Proceeds of the foregoing, including all licenses, fees, royalties, income, payments, claims, damages, and proceeds of suit, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

This Supplement shall be deemed to amend, restate and/or supersede in all respects that certain DCP Rights TM IP Security Agreement with respect to the Additional Intellectual Property Collateral.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Supplement.

Section 3. Counterparts. This Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this Supplement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this Supplement maintained by the Administrative Agent shall be deemed to be originals. The words "execution," "signed," "signature" and words of like import in this Supplement or in any amendment or modification thereof shall be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, that without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

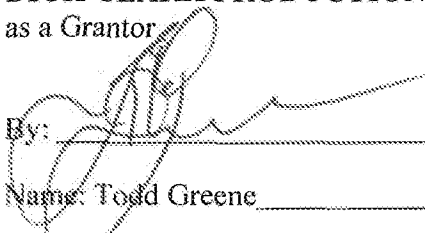
Section 4. Governing Law. This Supplement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Supplement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Supplement has been entered into in conjunction with the provisions of the Guaranty and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guaranty and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplement are in conflict with the Guaranty and Collateral Agreement or the Credit Agreement, the provisions of the Guaranty and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Supplement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

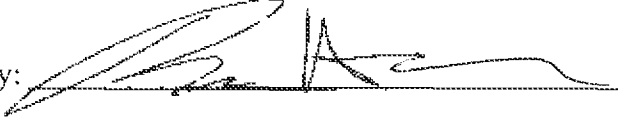
DICK CLARK PRODUCTIONS, LLC,
as a Grantor

By:  _____

Name: Todd Greene _____

Title: EVP Business Affairs _____

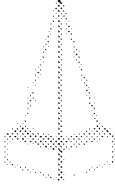
SB CORPORATE FUNDING LLC,
as the Administrative Agent

By: 

Name: Blaine Hirsch

Title: Authorized Signatory

SCHEDULE 1 TO
SUPPLEMENT NO. 3 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks of dick clark productions, llc	Country File No.	Serial No Filing Date	Reg. No. Reg. Date
AMA	United States of America	77389781 Feb 6, 2008	3541597 Dec 2, 2008
AMERICAN MUSIC AWARDS	United States of America 1322.09-TM	77815322 Aug 28, 2009	3777390 Apr 20, 2010
DICK CLARK'S NEW YEAR'S ROCKIN' EVE	United States of America 1322.30-TM	77621416 Nov 25, 2008	3646648 Jun 30, 2009
LATIN AMERICAN MUSIC AWARDS	United States of America 1322.31-TM	86069069 Sep 19, 2013	4956268 May 10, 2016
NEW YEAR'S ROCKIN' EVE	United States of America 1322.34-TM	74429209 Aug 27, 1993	1835779 May 10, 1994
Pyramid Design 	United States of America 1322.32-TM	74048738 Apr 13, 1990	1631927 Jan 15, 1991
THE AMERICAN MUSIC AWARDS	European Union 1322.116-TM-EU	002307403 Apr 19, 2001	002307403 May 2, 2003
THE AMERICAN MUSIC AWARDS	United Kingdom 1322.117-TM-GB	UK00902307403 Apr 19, 2001	UK00902307403 May 2, 2003
THE AMERICAN MUSIC AWARDS	United States of America 1322.115-TM	73248257 Jan 31, 1980	1222096 Dec 28, 1982
DICK CLARK'S NEW YEAR'S ROCKIN' EVE	United States of America	97744530 Jan 06, 2023	
AMERICAN MUSIC AWARDS	United States of America 1322.122-TM	97744524 Jan 06, 2023	