

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI195231

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Up Entertainment, LLC		04/26/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bank of Hope		
Street Address:	3200 Wilshire Boulevard, 10th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90010		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	97681439	6 MINUTES TO GLORY: THE HBCU BAND EXPERIENCE	
Serial Number:	90847800	ASPIRETV'S CHAOS TO CALM	
Serial Number:	97532947	CITY EATS	
Serial Number:	97381886	SMALL TOWN CHRISTMAS	
Serial Number:	97536850	TWISTED DISH	
Serial Number:	86716508	UP FAITH AND FAMILY	
Serial Number:	86840809	UP FAITH & FAMILY	
Registration Number:	4792074	BRINGING UP BATES	
Registration Number:	4621782	BULLOCH FAMILY RANCH	
Registration Number:	4893202	DANCIN' THE DREAM	
Registration Number:	5277224	DATE MY DAD	
Registration Number:	6064910	DESIGN TWINS	
Registration Number:	4768818	EVERYTHING YOU LOVE ABOUT CHRISTMAS	
Registration Number:	5899407	EXPECTING	
Registration Number:	4576709	FAMILY ADDITION WITH LEIGH ANNE TUOHY	
Registration Number:	4924325	FEEL GOOD TV	
Registration Number:	4353176	GOSPEL MUSIC CHANNEL	
Registration Number:	5094960	GROWING UP MCGHEE	
Registration Number:	5078979	LAST HOPE	

OP \$815.00.00 97681439

Property Type	Number	Word Mark
Registration Number:	5150742	SMALL TOWN, BIG MAYOR
Registration Number:	4872095	TIES THAT BIND
Registration Number:	4895908	UP
Registration Number:	4504143	UPLIFT SOMEONE
Registration Number:	4504282	UPLIFTING POP
Registration Number:	4504281	UPLIFTING URBAN
Registration Number:	4459381	UPLIFTING ENTERTAINMENT
Registration Number:	4557019	UP UPLIFTING ENTERTAINMENT
Registration Number:	4557018	UP UPLIFTING ENTERTAINMENT
Registration Number:	4459382	UPLIFTING ENTERTAINMENT
Registration Number:	5697400	UPTV
Registration Number:	5188189	WE GET FAMILY
Serial Number:	90142316	FALL IN LOVE WITH OUR MOVIES

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)221-0102

Email: ipteam@cogencyglobal.com,kailey.johnson@akingump.com

Correspondent Name: Kailey Kailey Johnson

Address Line 1: 1999 Avenue of the Stars, Suite 600

Address Line 2: Akin Gump Strauss Hauer & Feld LLP

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	2342741ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	04/29/2024

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), effective as of April 26, 2024 is made by the persons signatory hereto or hereafter made a party hereto (the “Grantors” and each a “Grantor”), in favor of BANK OF HOPE, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 26, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among MEDIABOX LLC, a Delaware limited liability company (“Holdings”), UP ENTERTAINMENT, LLC, a Delaware limited liability company (the “Borrower”), each of the Subsidiaries of the Borrower signatory thereto as Guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”), BANK OF HOPE, as administrative agent for the Lenders, and the Collateral Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of April 26, 2024, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Pledge Agreement”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in,

to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "Trademark Collateral"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UP ENTERTAINMENT, LLC,
a Delaware limited liability company,
as a Grantor


By: 

Name: Philip Manwaring

Title: Chief Financial Officer and Chief Technology
Officer

ACCEPTED:

BANK OF HOPE,
as the Collateral Agent

By: 
Name: David K. Henry
Title: Senior Vice President



[Signature Page to Trademark Security Agreement]




TRADEMARK
REEL: 008413 FRAME: 0604

SCHEDULE A

U.S. Trademarks

Jurisdiction	Mark	Mark Type	Serial/Registration No.	Registration Date
United States	6 Minutes to Glory: The HBCU Band Experience	Standard Character	Serial No. 97681439	Filed November 17, 2022
United States	aspireTV's Chaos to Calm (Class 41)	Standard Character	Serial No. 90847800	Filed July 26, 2021
United States	Bringing Up Bates (Class 41)	Standard Character	Reg. No. 4792074	August 11, 2015
United States	City Eats (Class 41)	Standard Character	Serial No. 97532947	Filed August 4, 2022
United States	Bulloch Family Ranch (Class 41)	Standard Character	Reg. No. 4621782	October 14, 2014
United States	Dancin' the Dream (Class 41)	Standard Character	Reg. No. 4893202	January 26, 2016
United States	Date My Dad (Class 41)	Standard Character	Reg. No. 5277224	August 29, 2017
United States	Design Twins (Class 41)	Standard Character	Reg. No. 6064910	May 26, 2020
United States	Everything You Love About Christmas (Class 38, 41)	Standard Character Mark	Reg. No. 4768818	July 7, 2015
United States	Expecting (Class 41)	Standard Character Mark	Reg. No. 5899407	October 29, 2019
United States	Fall In Love With Our Movies (Class 38)	Standard Character Mark	Serial No. 90142316	Filed August 27, 2020
United States	Fall In Love With Our Movies (Class 41)	Standard Character Mark	Serial No. 90142316	Filed August 27, 2020
United States	Family Addition with Leigh Anne Tuohy (Class 41)	Standard Character	Reg. No. 4576709	July 29, 2014
United States	Feel Good TV (Class 38, 41)	Standard Character	Reg. No. 4924325	March 22, 2013
United States	Gospel Music Channel (Class 41)	Standard Character Mark	Reg. No. 4353176	June 18, 2013
United States	Growing Up McGhee (Class 41)	Standard Character Mark	Reg. No. 5094960	December 6, 2016
United States	Last Hope (Class 41)	Standard Character Mark	Reg. No. 5078979	November 8, 2016
United States	Small Town, Big Mayor (Class 41)	Standard Character Mark	Reg. No. 5150742	February 28, 2017

United States	Small Town Christmas (Class 41)	Standard Character Mark	Serial No. 97381886	Filed April 26, 2022
United States	Ties That Bind (Class 41)	Standard Character Mark	Reg. No. 4872095	December 15, 2015
United States	Twisted Dish (Class 41)	Standard Character Mark	Serial. No. 97536850	Filed August 5, 2022
United States	UP and Design  (Class 38, 41)	Design Mark	Reg. No. 4895908	February 2, 2016
United States	UP Faith and Family (Class 38, 41)	Standard Character Mark	Serial No. 86716508	Filed August 6, 2015
United States	UP Faith and Family and Design  (Class 38)	Design Mark	Serial No. 86840809	Filed December 7, 2015
United States	Uplift Someone (Class 41)	Standard Character Mark	Reg. No. 4504143	April 1, 2014
United States	Uplifting Pop (Class 38, 41)	Standard Character Mark	Reg. No. 4504282	April 1, 2014
United States	Uplifting Urban (Class 38, 41)	Standard Character Mark	Reg. No. 4504281	April 1, 2014
United States	Uplifting Entertainment (Class 38)	Standard Character Mark	Reg. No. 4459381	December 31, 2013
United States	UP Uplifting Entertainment and Design	Design Mark	Reg. No. 4557019	June 24, 2014

	 UPLIFTING ENTERTAINMENT (Class 38, 41)			
United States	UP Uplifting Entertainment and Design  (Class 38, 41)	Design Mark	Reg. No. 4557018	June 24, 2014
United States	Uplifting Entertainment (Class 41)	Standard Character Mark	Reg. No. 4459382	December 31, 2013
United States	UPtv and Design  (Class 38, 41)	Design Mark	Reg. No. 5697400	March 12, 2019
United States	We Get Family (Class 38)	Standard Character Mark	Reg. No. 5188189	April 18, 2017
United Kingdom	UP FAMILY (Class 38)	Standard Character Mark	Reg. No. 3209171	April 27, 2017
United Kingdom	UP FAMILY and Design   (Class 38)	Design Mark	Reg. No. 3209183	April 27, 2017