

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMG Worldwide, LLC, as Grantor		05/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1245570		
Registration Number:	3781517	FASHION FRINGE	
Serial Number:	77906173	FASHION WEEKEND	
Registration Number:	4032335	FASHION WEEK JR	
Registration Number:	3659300	FASHIONWEEKLIVE	
Registration Number:	3396754	FASHIONWEEKLIVE	
Registration Number:	4237953	FASHION WEEK LIVE	
Registration Number:	3661703	FASHION WEEK SWIM	
Registration Number:	3986709	ICON ENGINEERING	
Registration Number:	2393457	IMG ACADEMIES	
Registration Number:	1232130	IMG	
Registration Number:	2399903	IMG MODELS	
Registration Number:	3399867	IMG	
Registration Number:	3745920	IMG PERFORMANCE INSTITUTE	
Registration Number:	3745921	IMG PERFORMANCE INSTITUTE	
Registration Number:	1668761	IMG	
Registration Number:	2333751	IMG	
Registration Number:	3301196	TENNIS WEEK	
Registration Number:	2832021	US OPEN OF SURFING	
TRADEMARK			

OP \$515.00 1245570

Property Type	Number	Word Mark
Registration Number:	2136964	WORLD MATCH PLAY CHAMPIONSHIP
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	michael.barys@thomsonreuters.com	
Correspondent Name:	Ken Tan, Legal Assistant	
Address Line 1:	c/o Cahill Gordon & Reindel LLP	
Address Line 2:	80 Pine Street	
Address Line 4:	New York, NEW YORK 10005	
NAME OF SUBMITTER:	Ken Tan	
SIGNATURE:	/Michael Barys TR/	
DATE SIGNED:	05/12/2014	
Total Attachments: 6		
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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of May 6, 2014 (this "Agreement"), among IMG Worldwide, LLC (the "Grantor") and JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WME IMG Holdings, LLC, a Delaware limited liability company ("Holdings"), WME IMG, LLC, a Delaware limited liability company ("Intermediate Holdings"), William Morris Endeavor Entertainment, LLC ("WME"), a Delaware limited liability company, Iris Merger Sub, Inc., a Delaware corporation ("Iris Merger Sub"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Intermediate Holdings, WME, Iris Merger Sub, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 or the Credit Agreement, as applicable. 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, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

IMG WORLDWIDE, LLC


By: _____

Name: John H. Raleigh

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read "John H. Raleigh", is written over a horizontal line. The signature is cursive and somewhat stylized.

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

By: 
Name: Ann B. Kerns
Title: Vice President

SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005277 FRAME: 0831

Schedule I

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
1.	IMG Worldwide, Inc.	Diamond Design	1,245,570
2.	IMG Worldwide, Inc.	FASHION FRINGE	3,781,517
3.	IMG Worldwide, Inc.	FASHION WEEKEND	77/906,173
4.	IMG Worldwide, Inc.	FASHION WEEK JR	4,032,335
5.	IMG Worldwide, Inc.	FASHIONWEEKLIVE	3,659,300
6.	IMG Worldwide, Inc.	FASHIONWEEKLIVE	3,396,754
7.	IMG Worldwide, Inc.	FASHION WEEK LIVE	4,237,953
8.	IMG Worldwide, Inc.	FASHION WEEK SWIM	3,661,703
9.	IMG Worldwide, Inc.	ICON ENGINEERING	3,986,709
10.	IMG Worldwide, Inc.	IMG Academies	2,393,457
11.	IMG Worldwide, Inc.	IMG	1,232,130
12.	IMG Worldwide, Inc.	IMG MODELS	2,399,903
13.	IMG Worldwide, Inc.	"IMG" (new design)	3,399,867
14.	IMG Worldwide, Inc.	IMG PERFORMANCE INSTITUTE	3,745,920
15.	IMG Worldwide, Inc.	IMG PERFORMANCE INSTITUTE	3,745,921
16.	IMG Worldwide, Inc.	Letters "IMG"	1,668,761
17.	IMG Worldwide, Inc.	Letters "IMG"	2,333,751
18.	IMG Worldwide, Inc.	TENNIS WEEK	3,301,196
19.	IMG Worldwide, Inc.	US OPEN OF SURFING	2,832,021
20.	IMG Worldwide, Inc.	World Match Play Championship	2,136,964