

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452983

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Greater Talent Network, LLC		10/20/2017	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	901 Main St., 14th Fl.		
<b>Internal Address:</b>	MCL TX-1-492-14-06		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4991554	GTN	
<b>Registration Number:</b>	2542094	GREATER TALENT NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	049268-0101		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	12/01/2017		
<b>Total Attachments: 5</b>			
source=Trademark Security Agreement (GTN)#page1.tif			
source=Trademark Security Agreement (GTN)#page2.tif			
source=Trademark Security Agreement (GTN)#page3.tif			

OP \$65.00 4991554

source=Trademark Security Agreement (GTN)#page4.tif  
source=Trademark Security Agreement (GTN)#page5.tif

**TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated as of October 20, 2017, between Greater Talent Network, LLC, a New York limited liability company (“**GTN**”), and Bank of America, N.A. (“**Bank of America**”), as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined below).

Reference is made to (i) the Pledge and Security Agreement dated as of August 18, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among United Talent Agency, LLC (f/k/a United Talent Agency, Inc.) (the “**Borrower**”), certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, and (ii) the Secured Parties’ agreements in respect of extensions of credit to the Borrower set forth in the Credit and Guaranty Agreement dated as of August 18, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Guarantors, Bank of America, as Administrative Agent and L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). GTN is an affiliate of the Borrower and will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Security Agreement. The rules of construction specified in Article I of the Credit 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 Obligations, GTN, pursuant to and in accordance with the Security Agreement, hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties (but expressly excluding therefrom any Excluded Asset) now owned or at any time hereafter acquired by GTN or in which GTN now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names or other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications to register in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by GTN; and (ii) all goodwill connected with the use of and symbolized thereby, together with any and all (A) rights and privileges arising under applicable law with respect to GTN’s use of any trademarks, (B) extensions and renewals thereof and amendments thereto, (C) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments resulting from past, present or future infringements thereof, (D) rights corresponding

thereto throughout the world, and (E) rights to sue for past, present and future infringements thereof (all of the foregoing, collectively, "Trademarks"), including, without limitation, those Trademarks set forth in Part A of Schedule I hereto;

(b) all Trademark Licenses, including, without limitation, those material exclusive Trademark Licenses granted to GTN set forth in Part B of Schedule I hereto; and

(c) all products and Proceeds of any and all of the foregoing;

provided, that notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in any intent-to-use trademark application prior to the filing with, and acceptance of, the USPTO of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), 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 or the resulting trademark registration under applicable United States Federal law.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of GTN's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of GTN's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to GTN an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall cooperate with any reasonable efforts made by GTN to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security 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 Security Agreement. GTN hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

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

**GREATER TALENT NETWORK, LLC**

By:  \_\_\_\_\_

Name: DOUG EPSTEIN  
Title: CEO

**BANK OF AMERICA, N.A., as Administrative Agent**

By: \_\_\_\_\_


Name:  
Title:

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

**GREATER TALENT NETWORK, LLC**

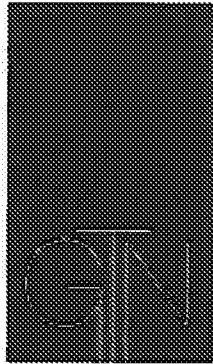
By: \_\_\_\_\_  
Name:  
Title:

**BANK OF AMERICA, N.A., as Administrative Agent**

By:   
Name: Tiffany Shin  
Title: Vice President

**Schedule I to  
Trademark Security Agreement (GTN)**

Part A. Trademarks.

Country	Grantor	Application No./Application Date	Registration No./Registration Date	Trademark
United States	Greater Talent Network, LLC	N/A	4991554 / 05-Jul-2016	
United States	Greater Talent Network, LLC	N/A	2542094 / 26-Feb-2002	GREATER TALENT NETWORK

Part B. Material Exclusive Trademark Licenses.

None