

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480511

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900446424		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OZ Management LP		04/10/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3183672	OCH-ZIFF CAPITAL MANAGEMENT GROUP	
Registration Number:	5419883	OZ MANAGEMENT	
Registration Number:	5419895	OZ MANAGEMENT	
Registration Number:	3372469	OZ	
Registration Number:	4279209	OCH-ZIFF	
Registration Number:	5044129	OZ	
Registration Number:	3183786	OZ MASTER FUND, LTD.	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/03/2018
Total Attachments: 11 source=06. OZM - Trademark Security Agreement#page1.tif source=06. OZM - Trademark Security Agreement#page2.tif source=06. OZM - Trademark Security Agreement#page3.tif source=06. OZM - Trademark Security Agreement#page4.tif source=06. OZM - Trademark Security Agreement#page5.tif source=06. OZM - Trademark Security Agreement#page6.tif source=06. OZM - Trademark Security Agreement#page7.tif source=06. OZM - Trademark Security Agreement#page8.tif source=06. OZM - Trademark Security Agreement#page9.tif source=06. OZM - Trademark Security Agreement#page10.tif source=06. OZM - Trademark Security Agreement#page11.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into by OZ Management LP (the “**Grantor**”), in favor of **JPMORGAN CHASE BANK, N.A. (“JPM”)**, as administrative agent for the Secured Parties (as defined in the Security Agreement referenced below) (in such capacity as administrative agent, together with its successors and permitted assigns, “**Administrative Agent**”).

RECITALS:

WHEREAS, OZ MANAGEMENT LP, a Delaware limited partnership (“**Borrower**”), **OZ ADVISORS LP**, a Delaware limited partnership (“**Advisors**”), **OZ ADVISORS II LP**, a Delaware limited partnership (“**Advisors II**”), and other Guarantors party thereto from time to time, as Guarantors, have entered into that certain Credit and Guaranty Agreement, dated as of April 10, 2018 (as hereafter amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Borrower, Advisors, Advisors II and certain other Guarantors party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”) and JPM, as Administrative Agent.

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Agreement, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of April 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of Administrative Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in and continuing lien on certain property, including, without limitation, certain Intellectual Property of the Grantors to Administrative Agent, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Administrative Agent agree as follows:

Section 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and, if not therein defined, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “**Trademark Collateral**”):

- (a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, trade dress, collective marks, logos, other source or busi-

ness identifiers and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule I attached hereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement, dilution, misappropriation, breach or other violation of any of the foregoing, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit;

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or governing co-existence (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I attached hereto;

(c) all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(d) all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall (a) the Trademark Collateral consisting of Trademark Licenses include or the security interest granted hereunder attach to any lease, license, contract or agreement to which such Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor, or (ii) a term, provision or condition of any such lease, license, contract, property right or agreement (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that the Trademark Collateral consisting of Trademark Licenses shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in (i) or (ii) above; provided, further, that the exclusions referred to in clause (a) of this Section shall not include any Proceeds of any such lease, license, contract or agreement; or (b) the Trademark Collateral include or the security interest granted hereunder attach to any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, to the extent that the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent-to-use trademark or service mark application, unless and until evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act, 15 U.S.C. § 1051, at which point the Trademark Collateral shall include, and the security interest granted hereunder shall attach to, such application.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to

Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties under this Trademark Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

Section 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first written above.

OZ MANAGEMENT LP,
as Grantor

By: Och-Ziff Holding Corporation,
its general partner

By: Alesia J. Haas
Name: Alesia J. Haas
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006413 FRAME: 0085

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first written above.

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: Alfred Chi
Authorized Signatory



Alfred Chi
Vice President
J.P. Morgan

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 006413 FRAME: 0086


**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
OZ Management, LP	3,183,672	OCH-ZIFF CAPITAL MANAGEMENT GROUP
OZ Management, LP	5,419,883	OZ MANAGEMENT
OZ Management, LP	5,419,895	 Management (OZ MANAGEMENT & Design)
OZ Management, LP	3,372,469	 (OZ & Design)
OZ Management, LP	4,279,209	OCH-ZIFF
OZ Management, LP	5,044,129	OZ
OZ Management, LP	3,183,786	OZ MASTER FUND, LTD.





OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
OZ Management, LP	13,491,828	China	 OCH-ZIFF (In Chinese)

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
OZ Management, LP	13,491,827	China	 OCH-ZIFF (In Chinese)
OZ Management, LP	13,491,826	China	 OCH-ZIFF (In Chinese)
OZ Management, LP	13,491,830	China	OCH-ZIFF
OZ Management, LP	13,491,829	China	OCH-ZIFF
OZ Management, LP	13,491,831	China	OCH-ZIFF
OZ Management, LP	13,491,823	China	OZCAP
OZ Management, LP	13,491,824	China	OZCAP
OZ Management, LP	13,491,825A	China	OZCAP
OZ Management, LP	12345256	China	奥氏资本管理集团 (OCH-ZIFF CAPITAL MANAGEMENT GROUP in Chinese)
OZ Management, LP	17926266	China	奥氏资本管理集团 (OCH-ZIFF CAPITAL MANAGEMENT GROUP in Chinese)
OZ Management, LP	12345253	China	 OCH-ZIFF CAPITAL MANAGEMENT GROUP (OZ OCH-ZIFF CAPITAL MANAGEMENT GROUP & Design)

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
OZ Management, LP	12345255	China	 OCH-ZIFF CAPITAL MANAGEMENT GROUP (OZ OCH-ZIFF CAPITAL MANAGEMENT GROUP & Design)
OZ Management, LP	12345254	China	 OCH-ZIFF CAPITAL MANAGEMENT GROUP (OZ OCH-ZIFF CAPITAL MANAGEMENT GROUP & Design)
OZ Management, LP	12,345,259	China	 OCH-ZIFF (OZ OCH-ZIFF & Design)
OZ Management, LP	12,345,261	China	 OCH-ZIFF (OZ OCH-ZIFF & Design)
OZ Management, LP	12,345,260	China	 OCH-ZIFF (OZ OCH-ZIFF & Design)

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
OZ Management, LP	13,491,834	China	 (OZ & Design)
OZ Management, LP	13,491,832	China	 (OZ & Design)
OZ Management, LP	13,491,833	China	 (OZ & Design)
OZ Management, LP	010947844	European Union	OCH-ZIFF CAPITAL MANAGEMENT GROUP
OZ Management, LP	303608910AB	Hong Kong	OZ
OZ Management, LP	303608910AA	Hong Kong	OZ
OZ Management, LP	304165533	Hong Kong	OZ MANAGEMENT
OZ Management, LP	304165524	Hong Kong	 Management (OZ MANAGEMENT & Design)
OZ Management, LP	1319333	International (designating China)	OZ
OZ Management, LP	1319333	International (designating Europe)	OZ

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
OZ Management, LP	N/A (Filed on 1/19/2018)	China	 Management (OZ MANAGEMENT & Design)
OZ Management, LP	20519048	China	奥氏资本管理集团 (OCH-ZIFF CAPITAL MANAGEMENT GROUP in Chinese)
OZ Management, LP	16818321	European Union	OZ MANAGEMENT
OZ Management, LP	16818338	European Union	 Management (OZ MANAGEMENT & Design)
OZ Management, LP	3236159	Great Britain	OZ MANAGEMENT
OZ Management, LP	3236149	Great Britain	 Management (OZ MANAGEMENT & Design)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

OZ Management LP

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 10, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: CIB DMO WLO, Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 11, 2018
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450