

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676259

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLAYNETWORK, INC.		09/17/2021	Corporation: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	HPS INVESTMENT PARTNERS, LLC, as Collateral Agent
<b>Street Address:</b>	40 West 57th Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	6190222	CURIOPLAYER
Registration Number:	3715972	SERENADE
Registration Number:	4445488	SEESAW
Registration Number:	2317477	CHANNEL M
Registration Number:	2432612	
Registration Number:	2608498	PLAY NETWORK
Registration Number:	2863918	PLAYNETWORK
Registration Number:	3063427	TURN ON THE EXPERIENCE
Registration Number:	2697671	G.I.G.S.
Registration Number:	2890610	CHANNEL M
Serial Number:	77398610	DRIVE YOUR BRAND, EXTEND YOUR REACH - JU
Serial Number:	77398602	JUST PUSH PLAY.
Serial Number:	75530784	PLAY
Serial Number:	75384914	PLAY

## CORRESPONDENCE DATA

Fax Number: 2125305219

*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.*

TRADEMARK

**Phone:** 2125305243  
**Email:** dcip@milbank.com, ehyla@milbank.com  
**Correspondent Name:** Eric Hyla, Esq.  
**Address Line 1:** 55 Hudson Yards  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** New York, NEW YORK 10001-2163

**ATTORNEY DOCKET NUMBER:** 34408.00043

**NAME OF SUBMITTER:** Eric Hyla

**SIGNATURE:** /Eric Hyla/

**DATE SIGNED:** 09/23/2021

**Total Attachments: 7**

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, PLAYNETWORK, INC. (the "Grantor") has adopted, used, is using, or intends to use, and is the owner of the trademark registrations and trademark applications listed in the attached Schedule of Registered Trademarks;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the Pledge and Security Agreement dated as of July 31, 2020 (as amended by First Amendment to Pledge and Security Agreement dated as of May 3, 2021 and as the same may be amended, supplemented and otherwise modified and in effect from time to time, the "Security Agreement"), in which the Grantor has granted certain interests in favor of HPS INVESTMENT PARTNERS, LLC, as Collateral Agent ("Collateral Agent") for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademark Security Agreement;

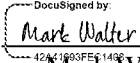
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks registrations and trademark applications listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: September 17, 2021

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IN WITNESS WHEREOF, the Grantor has caused this Short-Form Trademark Security Agreement to be executed by its duly authorized officer as of the date first set forth above.

**PLAYNETWORK, INC.**  
a Washington corporation

By:  \_\_\_\_\_  
Name: Mark Walter  
Title: Chief Financial Officer

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC

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

Name: Vikas Keswani  
Title: Managing Director

SCHEDULE OF  
REGISTERED TRADEMARKS


**LIST OF REGISTERED TRADE NAMES, TRADEMARKS, SERVICES MARKS  
TRADEMARK AND SERVICE MARK REGISTRATIONS AND  
APPLICATIONS FOR TRADEMARK AND SERVICER MARK REGISTRATIONS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration or Serial Number</b>	<b>Registration Date</b>	<b>Owner</b>	<b>Trademark Status</b>
CURIOPLAYER  <b>CURIOPlayer</b>	United States	Serial No. 87/808,273  Registration No. 6190222	Application Date: February 23, 2018  Registration Date: November 3, 2020	PlayNetwork, Inc.	Active
SERENADE  <b>SERENADE</b>	United States	Serial No. 77/377,645  Registration No. 3715972	Application Date: January 22, 2008  Registration Date: November 24, 2009	PlayNetwork, Inc.	Active
SEESAW  <b>SEESAW</b>	United States	Serial No. 77/646,122  Registration No. 4445488	Application Date: January 8, 2009  Registration Date: December 10, 2013	PlayNetwork, Inc.	Inactive
CHANNEL M  <b>CHANNEL M</b>	United States	Serial No. 75/192,630  Registration No. 2317477	Application Date: November 4, 1996  Registration: February 15, 2000	PlayNetwork, Inc.	Inactive

Trademark	Jurisdiction	Registration or Serial Number	Registration Date	Owner	Trademark Status
Miscellaneous Design  	United States	Serial No. 75/530,792  Registration No. 2432612	Application Date: July 31, 1998  Registration Date: March 6, 2001	PlayNetwork, Inc.	Active
PLAYNETWORK and Design  	United States	Serial No. 75/834,255  Registration No. 2608498	Application Date: October 28, 1999  Registration Date: August 20, 2002	PlayNetwork, Inc.	Active
PLAYNETWORK  PLAYNETWORK	United States	Serial No. 75/834,405  Registration No. 2863918	Application Date: October 28, 1999  Registration Date: July 20, 2004	PlayNetwork, Inc.	Active
TURN ON THE EXPERIENCE	United States	Serial No. 78583476	Application Date: March 9, 2005	PlayNetwork, Inc.	Cancelled

Trademark	Jurisdiction	Registration or Serial Number	Registration Date	Owner	Trademark Status
TURN ON THE EXPERIENCE		Registration No. 3063427	Registration Date: February 28, 2006		
DRIVE YOUR BRAND, EXTEND YOUR REACH - JUST PUSH PLAY.	United States	Serial No. 77398610	Application Date: February 15, 2008	PlayNetwork, Inc.	Abandoned
JUST PUSH PLAY.  JUST PUSH PLAY.	United States	Serial No. 77398602	Application Date: February 15, 2008	PlayNetwork, Inc.	Abandoned
G.I.G.S.  G.I.G.S.	United States	Serial No. 76406581  Registration No. 2697671	Application Date: May 9, 2002  Registration Date: March 18, 2003	PlayNetwork, Inc.	Cancelled
PLAY	United States	Serial No. 75530784	Application Date: July 31, 1998	PlayNetwork, Inc.	Abandoned



Trademark	Jurisdiction	Registration or Serial Number	Registration Date	Owner	Trademark Status
					
PLAY	United States	Serial No. 75384914	Application Date: November 5, 1997	PlayNetwork, Inc.	Abandoned
CHANNEL M	United States	Serial No. 75192629  Registration No. 2890610	Application Date: November 4, 1996  Registration Date: October 5, 2004	PlayNetwork, Inc.	Cancelled