

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STUDIO GRAPHICS LLC		12/29/2021	Limited Liability Company: CALIFORNIA
Independent Studio Services, Inc.		12/29/2021	Stock Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 WEST 57TH STREET, 33RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2686339	IT'S ALL ABOUT THE PROPS	
Registration Number:	2703405	ISS INDEPENDENT STUDIO SERVICES, INC.	
Registration Number:	2641464	INDEPENDENT STUDIO SERVICES	
Registration Number:	5448833	HEISLER GOLD ALE BREWED WITH A VARIETY O	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	34408.00050		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		

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DATE SIGNED:	01/05/2022
Total Attachments: 3 source=05. MBS - Trademark Security Agreement#page1.tif source=05. MBS - Trademark Security Agreement#page2.tif source=05. MBS - Trademark Security Agreement#page3.tif	

SHORT-FORM TRADEMARKS SECURITY AGREEMENT

WHEREAS, INDEPENDENT STUDIO SERVICES, INC., a California domestic stock corporation, and STUDIO GRAPHICS LLC, a California limited liability company (collectively, the “Grantors”) have adopted, used, are using, or intend to use, and are the owners of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, each Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the Counterpart Agreement dated as of the date hereof in respect of that certain Pledge and Security Agreement dated as of July 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in which each 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, each Grantor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademarks Security Agreement;

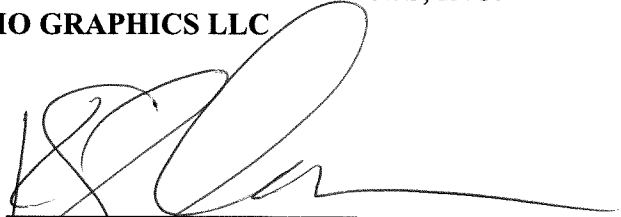
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated 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 each Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051(a), including the trademarks 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 pursuant to 15 U.S.C. § 1051(b) 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 or any resulting trademark registration), 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 Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: December 29, 2021

[Signature Page Follows]

**INDEPENDENT STUDIO SERVICES, INC.
STUDIO GRAPHICS LLC**

By:


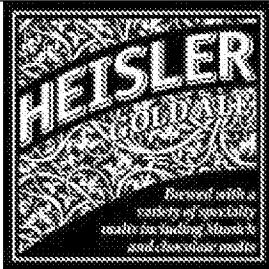


Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007550 FRAME: 0510**

SCHEDULE OF
REGISTERED TRADEMARKS

Owner	Trademark	Serial Number	Registration Number	Filing Date	Registration Date
Independent Studio Services, Inc.	IT'S ALL ABOUT THE PROPS	#76404079	#2686339	May 6, 2002	February 11, 2003
Independent Studio Services, Inc.		#75787714	#2703405	August 30, 1990	April 8, 2003
Independent Studio Services, Inc.	INDEPENDENT STUDIO SERVICES	#75640642	#2641464	February 16, 1999	October 29, 2002
Studio Graphics LLC		#86543428	#5448833	February 23, 2015	April 17, 2018