

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBS SERVICES HOLDINGS, LLC		09/20/2023	Limited Liability Company: DELAWARE
Independent Studio Services, Inc.		09/20/2023	Stock Corporation: CALIFORNIA
STUDIO GRAPHICS LLC		09/20/2023	Limited Liability Company: 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: 10			
Property Type	Number	Word Mark	
Registration Number:	5828825	MBS	
Registration Number:	5856007	MBS EQUIPMENT CO.	
Registration Number:	5856008	MBS EQUIPMENT CO. EST. 2013	
Registration Number:	5839321	MBS INNOVATIONS	
Registration Number:	5849913	MBS3	
Registration Number:	5849914	MBS3	
Registration Number:	5856009	MBSE	
Registration Number:	5839320	MBSI	
Registration Number:	5856011	THE MBS GROUP	
Registration Number:	5856012	THE MBS GROUP	
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:	2028357500		

CH \$265.00 5828825

Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
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/

DATE SIGNED: 09/25/2023

Total Attachments: 3

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SHORT-FORM TRADEMARKS SECURITY AGREEMENT

September 20, 2023

WHEREAS, MBS SERVICES HOLDINGS, LLC, a Delaware limited liability company, (the “Grantor”), has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has entered into the 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 the Grantor has granted certain interests in favor of HPS Investment Partners, LLC, as Collateral Agent for the benefit of the Secured Parties (as defined therein) (“Collateral Agent”); and

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

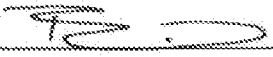
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated 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 such 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.

Notwithstanding anything herein to the contrary, the lien and security interest granted to Collateral Agent hereunder pursuant to or in connection with this Short-Form Trademarks Security Agreement, the terms of this Short-Form Trademarks Security Agreement, and the exercise of any rights or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Short-Form Trademarks Security Agreement, the terms of the Intercreditor Agreement shall control.

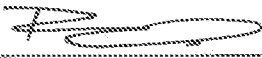
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Short-Form Trademarks Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

INDEPENDENT STUDIO SERVICES, INC.

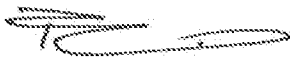
By: 
Name: Brent Iloulian
Title: Secretary

MBS SERVICES HOLDINGS, LLC

By: 
Name: Brent Iloulian
Title: Secretary

STUDIO GRAPHICS LLC

By: MBS Equipment Holdings, LLC, as
Manager

By: 
Name: Brent Iloulian
Title: Secretary

SCHEDULE OF
REGISTERED TRADEMARKS

Mark	Country	Serial No. Filing Date	Reg. No./Reg. Date	Status	Current Owner of Record
MBS 	USA	88290179 05-FEB-2019	5828825 06-AUG-2019	Registered	MBS SERVICES HOLDINGS, LLC
MBS EQUIPMENT CO.	USA	88290084 05-FEB-2019	5856007 10-SEP-2019	Registered	MBS SERVICES HOLDINGS, LLC
MBS EQUIPMENT CO. EST. 2013	USA	88290151 05-FEB-2019	5856008 10-SEP-2019	Registered	MBS SERVICES HOLDINGS, LLC
MBS INNOVATIONS	USA	88290241 05-FEB-2019	5839321 20-AUG-2019	Registered	MBS SERVICES HOLDINGS, LLC
MBS3	USA	88290277 05-FEB-2019	5849913 03-SEP-2019	Registered	MBS SERVICES HOLDINGS, LLC
MBS3 	USA	88290291 05-FEB-2019	5849914 03-SEP-2019	Registered	MBS SERVICES HOLDINGS, LLC
MBSE	USA	88290190 05-FEB-2019	5856009 10-SEP-2019	Registered	MBS SERVICES HOLDINGS, LLC
MBSI	USA	88290229 05-FEB-2019	5839320 20-AUG-2019	Registered	MBS SERVICES HOLDINGS, LLC
THE MBS GROUP	USA	88290342 05-FEB-2019	5856011 10-SEP-2019	Registered	MBS SERVICES HOLDINGS, LLC
THE MBS GROUP 	USA	88290354 05-FEB-2019	5856012 10-SEP-2019	Registered	MBS SERVICES HOLDINGS, LLC