

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM865682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WASSERMAN BRANDS & PROPERTIES, LLC		01/03/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5363000	CSM	
Registration Number:	5362649	CSM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2232813		
NAME OF SUBMITTER:	DEVON FORESTER		
SIGNATURE:	/DEVON FORESTER/		
DATE SIGNED:	01/04/2024		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of January 3, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Wasserman Brands & Properties, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “*Administrative Agent*”) for the Lenders (as defined below) from time to time party to that certain Amended and Restated Credit Agreement dated as of November 1, 2022, by and among Wasserman Media Group, LLC, a Delaware limited liability company (“*Wasserman Media*”), the lenders from time to time party thereto (the “*Lenders*” and, collectively with the Administrative Agent, the “*Secured Parties*”) and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Reference is made to (a) the Guarantee and Security Agreement dated as of July 17, 2019, by and among Wasserman Media, the other “Grantors” (as defined in the Security Agreement) from time to time party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and (b) the Agreement to be Bound by Guarantee and Security Agreement dated as of December 5, 2023, by the Grantor and the other grantors party thereto in favor of the Administrative Agent (the “*Joinder Agreement*”).

The Lenders have agreed to extend credit to Wasserman Media, subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a subsidiary of Wasserman Media, will derive substantial benefits from the extension of credit to Wasserman Media 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 or the Credit Agreement, as applicable. The rules of construction set forth in Section 1.3 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if fully set forth herein.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement and the Joinder Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of the Grantor’s right, title or interest in or to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”).

SECTION 3. *Security Agreement and Joinder 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 Secured Parties pursuant to the Security Agreement and the Joinder Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Trademarks are more fully set forth in the Security Agreement and the Joinder 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 or the Joinder Agreement, the terms of the Security Agreement or the Joinder Agreement shall govern.


SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by its duly authorized representative as of the date first written above.

WASSERMAN BRANDS &
PROPERTIES, LLC

By:  DocuSigned by:
Name: Casey Wasserman
Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 008308 FRAME: 0049

Schedule I

Grantor	Jurisdiction	Title	Filing Date / Issued Date	Status	Application / Registration No.
Wasserman Brands & Properties, LLC	U.S.	CSM	12/26/2017	Registered	5,363,000
Wasserman Brands & Properties, LLC	U.S.	CSM & CIRCLE LOGO	12/26/2017	Registered	5,362,649