

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wasserman Media Group, LLC		11/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6404144	SHE CAN. SHE DID. SHE WILL.	
Serial Number:	88668008	A WASSERMAN COMPANY THE COLLECTIVE	
Registration Number:	6176903	THE COLLECTIVE	
Serial Number:	90646059	WASSERMAN MUSIC	
Serial Number:	90646063	W	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	2029567685		
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006-5215		
NAME OF SUBMITTER:	RITA M. CARRIER		
SIGNATURE:	/RITA M. CARRIER/		
DATE SIGNED:	11/01/2022		

OP \$140.00 6404144

Total Attachments: 5

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This TRADEMARK SECURITY AGREEMENT dated as of November 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Wasserman Media Group, 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 from time to time party to that certain Credit Agreement dated as of July 17, 2019 among the Grantor, the lenders from time to time party thereto (the “*Lenders*”, and collectively with the Administrative Agent, the “*Secured Parties*”) (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

The Lenders have agreed to extend credit to the Grantor, subject to the terms and conditions set forth in the Credit Agreement. As a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Grantor under the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Security Agreement, dated as of July 17, 2019 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

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. The rules of construction set forth in Section 1.2 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, 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 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*. 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. 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, 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, the terms of the Security 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 Trademark Security Agreement by its duly authorized representative as of the date first written above

WASSERMAN MEDIA GROUP, LLC

By:  _____
Name: Casey Wasserman
Title: Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 007882 FRAME: 0046

Schedule I

Grantor	Mark	Status	Serial No./ Registration No.	Filing Date/ Issued Date	Goods/Services
Wasserman Media Group, LLC	SHE CAN. SHE WILL. SHE DID.	Registered	Registration No. 6404144	July 2, 2019	IC 035. US 100 101 102. G & S: talent agency for athletes; business management consulting; business consulting services in the field of marketing; business consulting services in the field of advertising; Creating and updating advertising material and developing advertising campaigns for television, print media, and web pages, to promote sport-related television shows, retail stores, and websites of others; Copy writing for advertising and promotional purposes, to promote sport-related television shows, retail stores, and websites of others. FIRST USE: 20191031. FIRST USE IN COMMERCE: 20191031
Wasserman Media Group, LLC	The Collective (logo)	Pending	Serial No. 88668008	October 24, 2019	IC 035. US 100 101 102. G & S: talent agency for athletes; business management consulting; business consulting services in the field of marketing; business consulting services in the field of advertising; Creating and updating advertising material and developing advertising campaigns for television, print media, and web pages, to promote sport-related television shows, retail stores, and websites

					of others; Copy writing for advertising and promotional purposes, to promote sport-related television shows, retail stores, and websites of others
Wasserman Media Group, LLC	The Collective	Registered	Registration No. 6176903	July 2, 2019	IC 035. US 100 101 102. G & S: Talent agency for athletes; business management consulting; business consulting services in the field of marketing; business consulting services in the field of advertising; Creating and updating advertising material and developing advertising campaigns for television, print media, and web pages, to promote sport-related television shows, retail stores, and websites of others; Copy writing for advertising and promotional purposes, to promote sport-related television shows, retail stores, and websites of others. FIRST USE: 20190800. FIRST USE IN COMMERCE: 20190800
Wasserman Media Group, LLC	Wasserman Music	Pending	Serial No. 90646059	April 14, 2021	IC 035. US 100 101 102. G & S: Talent agencies for music artists. FIRST USE: 20210421. FIRST USE IN COMMERCE: 20210421
Wasserman Media Group, LLC	W Circle (logo)	Pending	Serial No. 90646063	April 14, 2021	IC 035. US 100 101 102. G & S: Talent agencies for music artists. FIRST USE: 20210421. FIRST USE IN COMMERCE: 20210421