

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304337

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Women of Faith, LLC, as Grantor		05/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Collateral Agent		
<b>Street Address:</b>	745 7th Avenue, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2281900	WOMEN OF FAITH	
<b>Registration Number:</b>	2339476	WOMEN OF FAITH	
<b>Registration Number:</b>	2337713		
<b>Registration Number:</b>	2308946		
<b>Serial Number:</b>	76712652	WOMEN OF FAITH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Ken Tan, Legal Assistant		
<b>Address Line 1:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 2:</b>	80 Pine Street		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Ken Tan		
<b>SIGNATURE:</b>	/Michael Barys TR/		
<b>DATE SIGNED:</b>	05/13/2014		
<b>Total Attachments: 6</b>			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT  
dated as of May 6, 2014 (this "Agreement"), among Women of Faith,  
LLC (the "Grantor") and Barclays Bank PLC, as Collateral Agent (in such  
capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WME IMG Holdings, LLC, a Delaware limited liability company ("Holdings"), WME IMG, LLC, a Delaware limited liability company ("Intermediate Holdings"), William Morris Endeavor Entertainment, LLC ("WME"), a Delaware limited liability company, Iris Merger Sub, Inc., a Delaware corporation ("Iris Merger Sub"), the Lenders party thereto and Barclays Bank PLC, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Intermediate Holdings, WME, Iris Merger Sub, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

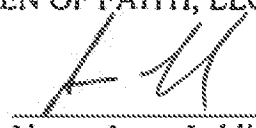
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WOMEN OF FAITH, LLC

By:



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Name: Jason Lublin

Title: Authorized Signatory




BARCLAYS BANK PLC,  
as Collateral Agent,

By: 

\_\_\_\_\_  
Name: Ritam Bhalla

Title: Director

Schedule I

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
1.	Women of Faith, LLC [currently registered under HarperCollins Christian Publishing, Inc.; update in registered owner information in process]	WOMEN OF FAITH	2,281,900
2.	Women of Faith, LLC [currently registered under HarperCollins Christian Publishing, Inc.; update in registered owner information in process]	WOMEN OF FAITH	2,339,476
3.	Women of Faith, LLC [currently registered under HarperCollins Christian Publishing, Inc.; update in registered owner information in process]	Heart & Flower Design 	2,337,713
4.	Women of Faith, LLC [currently registered under HarperCollins Christian Publishing, Inc.; update in registered owner information in process]	Heart & Flower Design 	2,308,946
5.	Women of Faith, LLC [currently registered under HarperCollins Christian Publishing, Inc.; update in registered owner information in process]	WOMEN OF FAITH & Design 	76/712,652