

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338377

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wasserman Media Group, LLC		04/15/2015	LIMITED LIABILITY COMPANY: UNITED STATES
Wasserman Events LLC		04/15/2015	LIMITED LIABILITY COMPANY: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Jason Stein
<b>Street Address:</b>	40 W. 25th Street, 4th Fl.
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Don Middleberg
<b>Street Address:</b>	40 W. 25th Street, 4th Fl.
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	4438699	WASSERMAN
<b>Serial Number:</b>	85758845	WASSERMAN GLOBAL
<b>Registration Number:</b>	4216378	BRAND SYNDICATE
<b>Registration Number:</b>	3789216	
<b>Registration Number:</b>	3296801	BAY TO BREAKERS
<b>Serial Number:</b>	86122049	1912

## CORRESPONDENCE DATA

Fax Number: 6175422241

*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.*

Email: IPDocketingBOS@mintz.com

TRADEMARK

**Correspondent Name:** Mintz Levin  
**Address Line 1:** One Financial Center  
**Address Line 4:** Boston, MASSACHUSETTS 02111

**ATTORNEY DOCKET NUMBER:** 46839-002

**NAME OF SUBMITTER:** Tina M. Dougal

**SIGNATURE:** /Tina M. Dougal/

**DATE SIGNED:** 04/16/2015

**Total Attachments: 4**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT dated as of April 15, 2015 (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 (“**Wasserman Media**”), and Wasserman Events LLC, a Delaware limited liability company (“**Wasserman Events**”, and, collectively with Wasserman Media, the “**Grantors**”), in favor of Jason Stein, as agent (in such capacity, the “**Agent**”) for Jason Stein and Don Middleberg (and their permitted successors and assigns) (the “**Noteholders**”) of the 5.00% secured notes due 2016 (the “**Notes**”) issued by Wasserman Media Group, LLC, a Delaware limited liability company (“**Wasserman Media**”), in favor of the Noteholders (the “**Noteholders**” collectively with the Agent, the “**Creditor Parties**”).

The Noteholders have agreed to extend credit to Wasserman Media, subject to the terms and conditions set forth in the Notes. As a condition precedent to the obligation of the Noteholders to make their respective extensions of credit to Wasserman Media under the Notes, the Grantors have executed and delivered that certain Second Lien Guarantee and Security Agreement, dated as of April 15, 2015 in favor of the Agent for the benefit of the Noteholders (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Noteholders, a security interest in, among other property, certain intellectual property of the Grantors, and have 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.

Pursuant to Article 2 of the Subordination Agreement, dated as of April 15, 2015, by and among the Agent, Jason Stein, Don Middleberg, Wasserman Media and OneWest Bank, N.A., as administrative agent for all Senior Lenders (as defined therein), as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the security interest granted herein is subordinate to the security interest granted pursuant to the Guarantee and Security Agreement (as amended, restated modified or supplemented from time to time, the “**Senior Security Agreement**”), dated as of February 24, 2014, made by Wasserman Media and the guarantors party thereto from time to time, in favor of OneWest Bank, N.A. (formerly known as OneWest Bank, FSB), as agent for the Secured Parties (as defined therein).

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 Notes, as applicable.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors, pursuant to the Security Agreement, did and hereby do grant to the Agent, its successors and assigns, for the benefit of the Noteholders, a security interest in, all of the Grantors’ 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**”). Such security interest is subordinate to the security interest granted pursuant to the Senior Security Agreement.

**SECTION 3. Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Noteholders pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Noteholders 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 California.

**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.

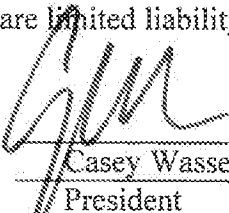
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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

WASSERMAN MEDIA GROUP, LLC, a  
Delaware limited liability company

By:   
Name: Casey Wasserman  
Title: Chief Executive Officer

WASSERMAN EVENTS LLC, a  
Delaware limited liability company

By:   
Name: Casey Wasserman  
Title: President

**Schedule I**

<b>Mark</b>	<b>Status</b>	<b>Serial No./ Registration No.</b>	<b>Filing Date/ Issued Date</b>
WASSERMAN	Registered	Registration No. 4438699	11/26/2013
WASSERMAN GLOBAL	Pending	Application No. 85758845	10/19/2012
BRAND SYNDICATE	Registered	Registration No. 4216378	10/02/2012
Design Only (Circle)	Registered	Registration No. 3789216	05/18/2010
BAY TO BREAKERS	Registered	Registration No. 3296801	09/25/2007
Design Only (Pink Gorilla)	Pending	Application No. 86122049	11/18/2013