

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SHORT-FORM TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DMX, LLC, the Grantor		06/28/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	101 Barclay Street		
Internal Address:	Floor 7-E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3136100	PROFUSION	
Registration Number:	2851117	PROFUSION	
Registration Number:	2847702	PROFUSION	
Registration Number:	2080621	PRODISC	
Registration Number:	1736237	DMX	
Registration Number:	3614285	DMX	
Registration Number:	3702031	SONIC TAP	
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>		
Email:	astark@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Alexander Stark		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20156-529		
NAME OF SUBMITTER:	Alexander Stark		

CH \$190.00 3136100

SIGNATURE:	/Alexander Stark/
DATE SIGNED:	06/29/2017
Total Attachments: 4 source=Mood Media - DLLC2 Notes - DMX, LLC Trademark Security Agreement (Execution)#page1.tif source=Mood Media - DLLC2 Notes - DMX, LLC Trademark Security Agreement (Execution)#page2.tif source=Mood Media - DLLC2 Notes - DMX, LLC Trademark Security Agreement (Execution)#page3.tif source=Mood Media - DLLC2 Notes - DMX, LLC Trademark Security Agreement (Execution)#page4.tif	

SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, DMX, LLC (the "Grantor") has adopted, used, is using, or intends to use, and is the owner of the trademark registrations and trademark applications listed in the attached Schedule of Registered Trademarks;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the Second Lien Pledge and Security Agreement dated as of June 28, 2017 (as modified from time to time, the "Security Agreement"), in which the Grantor has granted certain interests in favor of The Bank of New York Mellon, as Collateral Agent ("Collateral Agent") for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademark 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 the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks registrations and trademark applications 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 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), 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: June 28, 2017

DMX, LLC

By: _____

Name: Michael Zenda II

Title: Executive Vice President and Secretary

A handwritten signature in black ink, appearing to read "Michael Zenda II", is written over a dotted line. The signature is stylized and somewhat cursive.

[Signature Page to Mood Media Borrower Notes Trademark Security Agreement (DMX, LLC)]

TRADEMARK
REEL: 006094 FRAME: 0198

SCHEDULE OF
REGISTERED TRADEMARKS

**LIST OF REGISTERED TRADE NAMES, TRADEMARKS, SERVICES MARKS
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

Country, State or Territory	Mark	Reg. No.	App. No.	Status
United States	PROFUSION	3136100	75891493	Renewed
United States	PROFUSION	2851117	75889883	Renewed
United States	PROFUSION	2847702	75889884	Renewed
United States	PRODISC	2080621	74692582	Renewed
United States	DMX	1736237	74222055	Renewed
United States	DMX	3614285	77014912	Registered
United States	SONIC TAP	3702031	77182509	Registered