

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EOTFR, LLC		12/19/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	400 North Roxbury Drive		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4423892	ICM PARTNERS	
Registration Number:	4573260	ICM COMMUNITY PARTNERS FOUNDATION	
Registration Number:	2374330	ICM	
Registration Number:	1168641	ICM	
Registration Number:	1716316	ICM	
Registration Number:	1037016	ICM	
Registration Number:	2099122	ICM	
Registration Number:	3076988	ICM	
Registration Number:	1037015	INTERNATIONAL CREATIVE MANAGEMENT, INC.	
Registration Number:	3475255	INTERNATIONAL CREATIVE MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	3102822000 x2108		
Email:	trademarks@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		

OP \$265.00 4423892

Address Line 4: Los Angeles, CALIFORNIA 90067-4120

NAME OF SUBMITTER: David W. Grace

SIGNATURE: /David W. Grace/

DATE SIGNED: 01/16/2019

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2018 (this “Security Agreement”), is made by **EOTFR, LLC**, a Delaware limited liability company (the “Borrower”) and **INTERNATIONAL CREATIVE MANAGEMENT PARTNERS LLC**, a Delaware limited liability company (“ICMP”; together with Borrower, each a “Grantor” and together the “Grantors”), in favor of **CITY NATIONAL BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Amended and Restated Credit, Security, Guaranty and Pledge Agreement referred to below). This Security Agreement amends and restates in its entirety the Trademark Security Agreement, dated as of December 28, 2017, made by Grantors in favor of Agent for the Secured Parties.

WHEREAS, the Borrower, the Guarantors party thereto, the lenders from time to time parties thereto (the “Lenders”), and the Administrative Agent have entered into an Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of December 19, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, the Credit Agreement requires the Grantors to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following, in each case, solely to the extent constituting Collateral of such Grantor (the “Trademark Collateral”):

- (i) all of its Trademarks, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Security Agreement is made for collateral purposes only. At such time as Payment in Full of the Obligations occurs, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Grantors, at the Grantors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof and of the Credit Agreement.


SECTION 4. Counterparts. This Security 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 counterpart of a signature page of this Security Agreement by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

SECTION 5. Governing Law. This Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

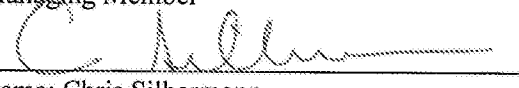
EOTFR, LLC

By: 
Name: Chris Silbermann
Title: Managing Partner

INTERNATIONAL CREATIVE MANAGEMENT PARTNERS LLC

By: ICE PARTNERS LLC
Its: Managing Member

By: EOTFR, LLC
Its: Managing Member

By: 
Name: Chris Silbermann
Title: Managing Partner

Acknowledged and agreed to
as of the date hereof:

ADMINISTRATIVE AGENT:

CITY NATIONAL BANK

By: _____
Name:
Title:

[Signature Page to Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantors have caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EOTFR, LLC

By: _____
Name: Chris Silbermann
Title: Managing Partner

INTERNATIONAL CREATIVE MANAGEMENT PARTNERS LLC

By: ICE PARTNERS LLC
Its: Managing Member

By: EOTFR, LLC
Its: Managing Member

By: _____
Name: Chris Silbermann
Title: Managing Partner

Acknowledged and agreed to
as of the date hereof:

ADMINISTRATIVE AGENT:

CITY NATIONAL BANK

By: 
Name: _____
Title: BRETT MARTIN
SENIOR VICE PRESIDENT

[Signature Page to Amended and Restated Trademark Security Agreement]

SCHEDULE I

U.S. Trademarks

Registered Owner	Country	Trademark	Regist. No.	Regist. Date	Material licenses, sublicenses, other agreements applicable to each Trademark
EOTFR, LLC	USA	ICM PARTNERS	4423892	10/29/2013	None
EOTFR, LLC	USA	ICM COMMUNITY PARTNERS FOUNDATION (and design)	4573260	07/22/2014	None
International Creative Management Partners LLC	USA	ICM	2374330	08/08/2000	None
International Creative Management Partners LLC	USA	ICM	1168641	09/08/1981	None
International Creative Management Partners LLC	USA	ICM	1716316	09/15/1992	None
International Creative Management Partners LLC	USA	ICM	1037016	03/30/1976	None
International Creative Management Partners LLC	USA	ICM	2099122	09/23/1997	None
International Creative Management Partners LLC	USA	ICM	3076988	04/04/2006	None
International Creative Management Partners LLC	USA	INTERNATIONAL CREATIVE MANAGEMENT, INC.	1037015	03/30/1976	None
International Creative Management Partners LLC	USA	INTERNATIONAL CREATIVE MANAGEMENT	3475255	07/29/2008	None

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