

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wasserman Media Group, LLC		07/17/2019	Limited Liability Company: DELAWARE
Cycle Collective, LLC		07/17/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4438699	WASSERMAN
Registration Number:	4569007	WASSERMAN GLOBAL
Registration Number:	5552018	W
Registration Number:	5552019	TEAMWASS
Serial Number:	87506956	PUSH POSSIBLE
Serial Number:	87686464	MAKE AMAZING SH!T
Serial Number:	87686462	MAKE AMAZING SH!T
Serial Number:	87686478	CYCLE
Serial Number:	87686472	CYCLE
Serial Number:	87686468	CYCLE

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

OP \$265.00 4438699

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1108493 TM

NAME OF SUBMITTER: Mariah Kenna

SIGNATURE: /Mariah Kenna/

DATE SIGNED: 07/17/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of July 17, 2019 (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 and Cycle Collective, LLC, a Delaware limited liability company (each individually a “*Grantor*” and collectively the “*Grantors*”), 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 Wasserman Media Group, LLC, a Delaware limited liability company (“*Wasserman Media*”), 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 Wasserman Media, 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 Wasserman Media under the Credit Agreement, each 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, each 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 such 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, each 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 such 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.

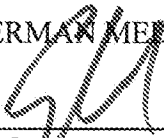
SECTION 4. ***Governing Law***. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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.

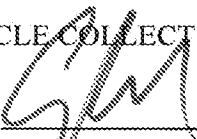
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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above

WASSERMAN MEDIA GROUP, LLC

By: 
Name: Casey Wasserman
Title: President

CYCLE COLLECTIVE, LLC

By: 
Name: Casey Wasserman
Title: President

Schedule I

Grantor	Mark	Status	Serial No./ Registration No.	Filing Date/ Issued Date	Goods/Services
Wasserman Media Group, LLC	WASSERMAN	Registered	Registration No. 4438699	11/26/2013	<p>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 webpages, 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: 20031231. FIRST USE IN COMMERCE: 20031231</p> <p>IC 036. US 100 101 102. G & S: capital investment services in the field of sports. FIRST USE: 20031231. FIRST USE IN COMMERCE: 20031231</p>
Wasserman Media Group, LLC	WASSERMAN GLOBAL	Registered	Registration No. 4569007	10/19/2012	<p>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 webpages, 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: 20140106. FIRST USE IN COMMERCE: 20140106</p> <p>IC 036. US 100 101 102. G & S: capital investment services in the field</p>

					of sports. FIRST USE: 20140106. FIRST USE IN COMMERCE: 20140106
Wasserman Media Group, LLC	W Logo	Registered	Registration No. 5552018	08/28/2018	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 webpages, 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: 20170131. FIRST USE IN COMMERCE: 20170131 IC 036. US 100 101 102. G & S: capital investment services in the field of sports. FIRST USE: 20170131. FIRST USE IN COMMERCE: 20170131
Wasserman Media Group, LLC	PUSH POSSIBLE	Pending	Serial No. 87506956	06/27/2017	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 webpages, 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 IC 036. US 100 101 102. G & S: capital investment services in the field of sports
Wasserman Media Group, LLC	TEAMWASS	Registered	Registration No. 5552019	08/28/2018	IC 035. US 100 101 102. G & S: talent agency for athletes; business management consulting; business

					<p>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 webpages, 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: 20170131. FIRST USE IN COMMERCE: 20170131</p> <p>IC 036. US 100 101 102. G & S: capital investment services in the field of sports. FIRST USE: 20170131. FIRST USE IN COMMERCE: 20170131</p>
Cycle Collective, LLC	Make Amazing SH!T	Pending	Serial No. 87686464	11/15/2017	<p>IC 025. US 022 039. G & S: Hats; Hoodies; Shirts; Socks; Sweatshirts</p> <p>IC 035. US 100 101 102. G & S: Creative marketing design services; Business consulting services, namely, providing assistance in development of business strategies and creative ideation; Consultation services, namely, creative and strategic consultation regarding development and production of marketing campaigns for others; development, creation, production, distribution, and post-production of videos in the nature of advertising video</p> <p>IC 041. US 100 101 107. G & S: Entertainment services in the nature of development, creation, production, distribution, and post-production of videos featuring multimedia entertainment content</p>
Cycle Collective, LLC	Make Amazing SH!T logo	Pending	Serial No. 87686462	11/15/2017	<p>IC 025. US 022 039. G & S: Hats; Hoodies; Shirts; Socks; Sweatshirts</p> <p>IC 035. US 100 101 102. G & S: Creative marketing design services; Business consulting services, namely,</p>

					<p>providing assistance in development of business strategies and creative ideation; Consultation services, namely, creative and strategic consultation regarding development and production of marketing campaigns for others; development, creation, production, distribution, and post-production of videos in the nature of advertising video</p> <p>IC 041. US 100 101 107. G & S: Entertainment services in the nature of development, creation, production, distribution, and post-production of videos featuring multimedia entertainment content</p>
Cycle Collective, LLC	Cycle	Pending	Serial No. 87686478	11/15/2017	<p>IC 035. US 100 101 102. G & S: Creative marketing design services; Business consulting services, namely, providing assistance in development of business strategies and creative ideation; Consultation services, namely, creative and strategic consultation regarding development and production of marketing campaigns for others, none of the above having to do with cycling or cyclers and not for use by audiologists or the hearing care industry</p> <p>IC 041. US 100 101 107. G & S: entertainment services in the nature of development, creation, production, distribution, and post-production of videos, none of the above having to do with cycling or cyclers</p>
Cycle Collective, LLC	Cycle stylized	Pending	Serial No. 87686472	11/15/2017	<p>IC 025. US 022 039. G & S: Hats; Hoodies; Shirts; Socks; Sweatshirts, none of the above having to do with cycling or cyclers</p> <p>IC 035. US 100 101 102. G & S: Creative marketing design services; Business consulting services, namely, providing assistance in development of business strategies and creative ideation; Consultation services, namely, creative and strategic</p>

					<p>consultation regarding development and production of marketing campaigns for others, none of the above having to do with cycling or cyclers and not for use by audiologists or the hearing care industry</p> <p>IC 041. US 100 101 107. G & S: Entertainment services in the nature of development, creation, production, distribution, and post-production of videos, none of the above having to do with cycling or cyclers</p>
Cycle Collective, LLC	Cycle logo	Pending	Serial No. 87686468	11/15/2017	<p>IC 025. US 022 039. G & S: Hats; Hoodies; Shirts; Socks; Sweatshirts, none of the above having to do with cycling or cyclers</p> <p>IC 035. US 100 101 102. G & S: Creative marketing design services; Business consulting services, namely, providing assistance in development of business strategies and creative ideation; Consultation services, namely, creative and strategic consultation regarding development and production of marketing campaigns for others, none of the above having to do with cycling or cyclers and not for use by audiologists or the hearing care industry</p> <p>IC 041. US 100 101 107. G & S: Entertainment services in the nature of development, creation, production, distribution, and post-production of videos, none of the above having to do with cycling or cyclers</p>