

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JN Worldwide LLC		11/26/2019	Limited Liability Company: DELAWARE
Nederlander National Markets, LLC		11/26/2019	Limited Liability Company: DELAWARE
JN Presentations Inc.		11/26/2019	Corporation: DELAWARE
Nederlander of San Diego, LLC		11/26/2019	Limited Liability Company: DELAWARE
JN America LLC		11/26/2019	Limited Liability Company: DELAWARE
JN California LLC		11/26/2019	Limited Liability Company: CALIFORNIA
JN Investments Arizona, LLC		11/26/2019	Limited Liability Company: ARIZONA
Nederlander Alliances LLC		11/26/2019	Limited Liability Company: DELAWARE
N&S Enterprises, LLC		11/26/2019	Limited Liability Company: CALIFORNIA
JN Oklahoma LLC		11/26/2019	Limited Liability Company: DELAWARE
Chinaned LLC		11/26/2019	Limited Liability Company: DELAWARE
National Theatre Group, LLC		11/26/2019	Limited Liability Company: D.C.
NTG Concessions LLC		11/26/2019	Limited Liability Company: D.C.
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	565 Fifth Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			

OP \$65.00 3005232

Property Type	Number	Word Mark
Registration Number:	3005232	BROADWAY IN TUCSON
Registration Number:	2967133	BROADWAY/SAN DIEGO

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 121271-01021

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 11/27/2019

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is dated as of November 26, 2019 by and among JN WORLDWIDE LLC, a Delaware limited liability company (the “Company”), NEDERLANDER NATIONAL MARKETS, LLC, a Delaware limited liability company (“Nederlander National Markets”), JN PRESENTATIONS INC., a Delaware corporation (“JN Presentations”), NEDERLANDER OF SAN DIEGO, LLC, a Delaware limited liability company (“Nederlander of San Diego”), JN AMERICA LLC, a Delaware limited liability company (“JN America”), JN CALIFORNIA LLC, a California limited liability company (“JN California”), JN INVESTMENTS ARIZONA, LLC, an Arizona limited liability company (“JN Arizona”), NEDERLANDER ALLIANCES LLC, a Delaware limited liability company (“Nederlander Alliances”), N&S ENTERPRISES, LLC, a California limited liability company (“N&S Enterprises”), JN OKLAHOMA LLC, a Delaware limited liability company (“JN Oklahoma”), CHINANED LLC, a Delaware limited liability company (“Chinaned”), NATIONAL THEATRE GROUP, LLC, a Washington D.C. limited liability company (“National Theatre Group”), NTG CONCESSIONS LLC, a Washington D.C. limited liability company (“NTG Concessions”), and the other Persons listed on the signature pages and party hereto as a “grantor” (all collectively, together with each other Person joined hereto from time to time, collectively, the “Grantors” and each a “Grantor”), and SIGNATURE BANK, as Lender (as defined below) (in such capacity, together with its successors and assigns, “Lender”).

WHEREAS, pursuant to that certain Loan and Guaranty Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) among Grantors, certain other Persons party thereto as Credit Party Guarantors from time to time, and Lender, the Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Collateral Documents (as defined in the Loan Agreement), Grantors have granted to Lender a lien and security interest in substantially all of their assets to secure the Obligations (as defined in the Loan Agreement); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Lender’s Liens in the Intellectual Property of Grantors.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Lender of the Obligations under the Loan Agreement, each Grantor hereby collaterally assigns, pledges and grants to Lender for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of Grantors’ Collateral, including all right, title and interest of such Grantor in, to and under the following, whether now

existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the “IP Collateral”):

(a) All of such Grantor’s (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of such Grantor’s rights corresponding thereto throughout the world (all of the foregoing, collectively, the “Copyrights”);

(b) All of such Grantor’s patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of such Grantor’s rights corresponding thereto throughout the world (collectively, the “Patents”);

(c) All of such Grantor’s trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of such Grantor’s business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor’s rights corresponding thereto throughout the world (collectively, the “Trademarks”); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely 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 or any registrations that issue therefrom under applicable federal law), and all reissues, continuations or extensions of the foregoing (as applicable); and

(d) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Intellectual Property.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Lender pursuant to the Loan Agreement or any other Loan Document.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Collateral Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender

with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Collateral Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and any Collateral Document, such Collateral Document shall control.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Lender as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new IP Collateral of any Grantor identified in a written notice provided by any Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of New York, without regard to conflicts of laws principles thereof (other than Section 5-1401 of the New York General Obligations Law).

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed 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 Agreement.

9. CONSTRUCTION. The headings of the various sections and subsections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.

10. TERMINATION. The security interests, liens and rights granted to Lender hereunder shall continue in full force and effect until all Obligations indefeasibly paid in full ("Payment in Full"), or until Lender has terminated this Agreement in writing. Accordingly, each Borrower waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the IP Collateral, and Lender shall not be required to send such termination statements to Grantors, or to file them with any filing office, unless and until Payment in Full or this Agreement shall have been terminated in accordance with its terms. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until Payment in Full.

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

GRANTORS:

JN WORLDWIDE LLC

By: _____

Name: James L. Nederlander

Title: Manager

By: _____

Name: Nicholas Scandalios

Title: Manager

**NEDERLANDER NATIONAL MARKETS,
LLC**

By: _____

Name: James L. Nederlander

Title: Manager

By: _____

Name: Nicholas Scandalios

Title: Manager

JN PRESENTATIONS INC.

By: _____

Name: James L. Nederlander

Title: President

NEDERLANDER ALLIANCES LLC

By: JN WORLDWIDE LLC, its Manager

By: _____

Name: James L. Nederlander

Title: Manager

By: _____

Name: Nicholas Scandalios

Title: Manager

NEDERLANDER OF SAN DIEGO, LLC

By: _____

Name: James L. Nederlander

Title: General Manager

By: _____

Name: Nicholas Scandalios

Title: General Manager

JN AMERICA LLC

By: _____

Name: James L. Nederlander

Title: Manager

By: _____

Name: Nicholas Scandalios

Title: Manager

JN CALIFORNIA LLC

By: _____

Name: James L. Nederlander

Title: Manager

By: _____

Name: Nicholas Scandalios

Title: Manager

JN INVESTMENTS ARIZONA, LLC

By: _____

Name: James L. Nederlander

Title: Manager

By: _____

Name: Nicholas Scandalios

Title: Manager

N&S ENTERPRISES, LLC

By: _____

Name: James L. Nederlander

Title: Authorized Person

By: _____

Name: Nicholas Scandalios

Title: Authorized Person

JN OKLAHOMA LLC

By: JN WORLDWIDE LLC, its Manager

By:

Name: James L. Nederlander
Title: Manager

By:

Nicholas Scandalios

Name: Nicholas Scandalios
Title: Manager

CHINANED LLC

By: JN WORLDWIDE LLC, its Manager

By:

Name: James L. Nederlander
Title: Manager

By:

Nicholas Scandalios

Name: Nicholas Scandalios
Title: Manager

NATIONAL THEATRE GROUP, LLC

By:

Name: James L. Nederlander
Title: Manager

By:

Nicholas Scandalios

Name: Nicholas Scandalios
Title: Manager

NTG CONCESSIONS LLC

By: NATIONAL THEATRE GROUP, LLC, its
Sole Member

By: _____

Name: James L. Nederlander

Title: Manager

By: _____

Name: Nicholas Scandalios

Title: Manager

ACCEPTED AND
ACKNOWLEDGED BY:

SIGNATURE BANK

By: 
Name: Margaret M. Monigan
Title: Group Director – Vice President

SCHEDULE 1

Copyrights

Title	Registration No.	Registration Date	Owner	Open Liens
Perm Recommendations	TX0002368149	03/08/1988	N&S Enterprises	None


SCHEDULE II

Patents

None.

SCHEDULE III

Trademarks

Mark	Owner	Registration No/ (Application No.)	Registration Date/ (Application Date)	Status
BROADWAY TUSCAN IN	JN Investments Arizona, LLC	3005232	10/4/2005	Live
BROADWAY/SAN DIEGO	Nederlander of San Diego, LLC	2967133	7/12/2005	Live
“JAM THEATRICALS” for use in connection with presenting and producing Broadway engagements in North America.	Nederlander National Markets, LLC	N/A (common law trademark)	N/A	N/A
 in connection with entertainment services, including presenting and producing Broadway engagements in North America.	Nederlander National Markets, LLC	N/A (common law trademark)	N/A	N/A