

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MTI Enterprises Inc.		12/02/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Signature Bank		
<b>Street Address:</b>	565 Fifth Avenue		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88316773	BROADWAY SENIOR	
<b>Registration Number:</b>	5484394	BROADWAY JUNIOR	
<b>Registration Number:</b>	4487399	SHOWKIT	
<b>Registration Number:</b>	3265076	REHEARSCORE	
<b>Registration Number:</b>	3367569	MUSIC THEATRE INTERNATIONAL	
<b>Registration Number:</b>	2704067	ORCHEXTRA	
<b>Registration Number:</b>	2526305	THE BROADWAY JUNIOR COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (121271-01025 ND)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	121271-01025		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		

OP \$190.00 88316773

<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	12/07/2020
<b>Total Attachments: 5</b> source=Trademark Security Agreement (Executed) (Signature - MTI)#page1.tif source=Trademark Security Agreement (Executed) (Signature - MTI)#page2.tif source=Trademark Security Agreement (Executed) (Signature - MTI)#page3.tif source=Trademark Security Agreement (Executed) (Signature - MTI)#page4.tif source=Trademark Security Agreement (Executed) (Signature - MTI)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”) is dated as of December 2, 2020 by and among MTI ENTERPRISES INC., a New York corporation (the “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 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”) by and among the Grantor, MUSIC THEATRE INTERNATIONAL, LLC, a Delaware limited liability company (“MTI LLC”), and Lender, Lender agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Collateral Documents (as defined in the Loan Agreement), the Grantor has 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, the Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office in order to perfect and/or protect all of Lender’s Liens in the intellectual property of the Grantor.

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, the 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, the Grantor hereby collaterally assigns, pledges and grants to Lender for its benefit a continuing security interest in and to and Lien on all of the Grantor’s Collateral, including all right, title and interest of the 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 the 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 1, (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 the Grantor’s business symbolized by the foregoing or connected therewith, and (vi) all of the 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

(b) all products and proceeds of the foregoing, including without limitation any claim by the 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 the Grantor 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. The 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. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of the Grantor identified in a written notice provided by the 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.

6. 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).

7. 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.

8. 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.

9. TERMINATION. The security interests, liens and rights granted to Lender hereunder shall continue in full force and effect until the Discharge Date.

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

**GRANTOR:**

**MTI ENTERPRISES INC.**

By: 

Name: Drew H. Cohen

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007177 FRAME: 0952**

SCHEDULE 1

Trademarks

<b>Mark</b>	<b>Registration Jurisdiction</b>	<b>Owner</b>	<b>Registration No/ (Application No.)</b>	<b>Registration Date/ (Application Date)</b>	<b>Status</b>
BROADWAY SENIOR	USA	MTI Enterprises, Inc. DBA Music Theatre International	(2/26/2019)	(88316773)	LIVE
BROADWAY JUNIOR	USA	MTI Enterprises, Inc. DBA Music Theatre International	6/5/2018	5484394	LIVE
SHOWKIT	USA	MTI Enterprises, Inc. DBA Music Theatre International	2/25/2014	4487399	LIVE
REHEARSCORE	USA	MTI Enterprises, Inc. DBA Music Theatre International	7/17/2007	3265076	LIVE
MUSIC THEATER INTERNATIONAL	USA	MTI Enterprises, Inc. DBA Music Theatre International	1/15/2008	3367569	LIVE
<b>OrchExtra</b>	USA	MTI Enterprises, Inc. DBA	4/8/2003	2704067	LIVE

Mark	Registration Jurisdiction	Owner	Registration No/ (Application No.)	Registration Date/ (Application Date)	Status
		Music Theatre International			
	USA	MTI Enterprises, Inc. DBA Music Theatre International	1/1/2002	2526305	Live

Schedule to Trademark Security Agreement