

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MTI Enterprises Inc.		02/28/2022	Corporation: NEW YORK
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: 7			
Property Type	Number	Word Mark	
Registration Number:	6253164	BROADWAY SENIOR	
Registration Number:	5484394	BROADWAY JUNIOR	
Registration Number:	4487399	SHOWKIT	
Registration Number:	3265076	REHEARSCORE	
Registration Number:	3367569	MUSIC THEATRE INTERNATIONAL	
Registration Number:	2704067	ORCHEXTRA	
Registration Number:	2526305	THE BROADWAY JUNIOR COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (121271-01025)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	121271-01025		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

OP \$190.00 6253164

SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	02/28/2022
Total Attachments: 4 source=MTI-Executed Trademark Security Agreement#page1.tif source=MTI-Executed Trademark Security Agreement#page2.tif source=MTI-Executed Trademark Security Agreement#page3.tif source=MTI-Executed Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated or otherwise modified from time to time, this "Agreement") is dated as of February 28, 2022 by and between 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 Line of Credit Letter Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Line of Credit 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 Grantors from time to time pursuant to the terms and conditions thereof, and the obligations of the Grantor and MTI LLC under the Line of Credit Agreement are evidenced by that certain Interest Only Promissory Note 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 "Note") made by the Grantor and MTI LLC and payable to the order of Lender;

WHEREAS, pursuant to the Continuing Security Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, MTI LLC and Lender, the Grantors granted to Lender a lien and security interest in substantially all of their assets to secure the Obligations (as defined in the Security 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 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 Security Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. As security for the due and punctual payment of any and all of the present and future Obligations of Grantor, Grantor hereby assigns, mortgages, pledges, hypothecates, transfers, sets over and grants to Lender a first lien on and security interest in 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 L, (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.

4. LINE OF CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan 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 Loan 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 Loan Document, such Loan 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 Maturity 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

SCHEDULE 1

Trademarks

Mark	Registration Jurisdiction	Owner	Registration Date/ (Application Date)	Registration No/ (Application No.)	Status
BROADWAY SENIOR	USA	MTI Enterprises, Inc.	6253164	01/19/2021	LIVE
BROADWAY JUNIOR	USA	MTI Enterprises, Inc.	5484394	6/5/2018	LIVE
SHOWKIT	USA	MTI Enterprises, Inc.	4487399	2/25/2014	LIVE
REHEARSCORE	USA	MTI Enterprises, Inc.	3265076	7/17/2007	LIVE
MUSIC THEATER INTERNATIONAL	USA	MTI Enterprises, Inc.	3367569	1/15/2008	LIVE
OrchExtra	USA	MTI Enterprises, Inc.	2704067	4/8/2003	LIVE
	USA	MTI Enterprises, Inc.	2526305	1/1/2002	Live

Schedule to Trademark Security Agreement