

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI71515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Range Media Partners, LLC		03/04/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Playground Productions LLC		
Street Address:	450 Skokie Blvd., Suite 604		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6834587	RANGE MEDIA PARTNERS	
Registration Number:	7152135	RANGE MUSIC PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	2136175493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Julie Cravitz		
Address Line 1:	Sheppard, Mullin		
Address Line 2:	333 S. Hope St., 43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	86KT-383836		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	Julie Cravitz		
DATE SIGNED:	03/05/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 4, 2024 (this "Agreement"), is entered into by the undersigned (the "Grantor") in favor of Playground Productions LLC, an Illinois limited liability company (the "Lender").

WHEREAS, the Lender has agreed to lend to Range Media Partners, LLC, a Delaware limited liability company ("Borrower"), certain funds (collectively, the "Loan") evidenced by that certain Secured Convertible Promissory Note, dated as of January 19, 2024, executed by Borrower and payable to Lender (as amended, restated, supplemented, replaced, refinanced, extended or otherwise modified from time to time, the "Note");

WHEREAS, the Borrower, certain subsidiaries and affiliates of the Borrower identified therein, as grantors, and the Lender, have entered into that certain Security Agreement, dated as of January 19, 2024 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Lender, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Lender a security interest in and continuing lien on all of the Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (excluding all Excluded Assets) (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation, each United States federally registered trademark and trademark application identified on Schedule I,

(b) all goodwill associated therewith or symbolized thereby,

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement.

Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Lender under the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. RECORDATION. The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Grantor may modify this Agreement, after obtaining the Lender's signature to such modification, by amending Schedule I hereto to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

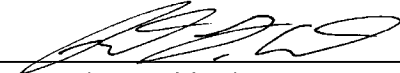
(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Lender and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Lender given in accordance with the Note, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

RANGE MEDIA PARTNERS, LLC

By:  _____

Name: Robert Whittel

Title: Chief Operating Officer

PLAYGROUND PRODUCTIONS, LLC,
as Lender

by *Lindsay Barnett*

Name: Lindsay A. Barnett

Title: Manager

Schedule I

Trademarks

Grantor	Jurisdiction	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Range Media Partners, LLC	United States	RANGE MEDIA PARTNERS	Registered	90/139,896	08/26/2020	6834587	8/30/2022
Range Media Partners, LLC	United States	RANGE MUSIC PARTNERS	Registered	97/196,812	12/30/2021	7152135	8/29/2023

Trademark Applications

None.