

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
34x118 Holdings, LLC		03/22/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Prana Holdings, Inc.		
Street Address:	1145 North McCadden Place		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90038		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3072409	RHYTHM & HUES	
Registration Number:	3084094	R + H	
Registration Number:	2975112	R+H	
Registration Number:	2894315	R+H	
Registration Number:	1906065	RHYTHM & HUES	
Registration Number:	1939431	RHYTHM & HUES	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 3072409

TRADEMARK

ATTORNEY DOCKET NUMBER:	045524-0001
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	04/08/2013
Total Attachments: 6 source=EXECUTED First Lien Trademark Security Agreement(3123581_2_LA)#page1.tif source=EXECUTED First Lien Trademark Security Agreement(3123581_2_LA)#page2.tif source=EXECUTED First Lien Trademark Security Agreement(3123581_2_LA)#page3.tif source=EXECUTED First Lien Trademark Security Agreement(3123581_2_LA)#page4.tif source=EXECUTED First Lien Trademark Security Agreement(3123581_2_LA)#page5.tif source=EXECUTED First Lien Trademark Security Agreement(3123581_2_LA)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of March 22, 2013, is made by 34x118 HOLDINGS, LLC, a California limited liability company (“Assignor”), in favor of PRANA HOLDINGS, INC., a Delaware corporation with its principal place of business at 1145 North McCadden Place, Los Angeles, CA 90038 (“Assignee”). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Loan Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into that certain Loan and Security Agreement, dated as of March 22, 2013, between Assignor and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); and

WHEREAS, pursuant to the Loan Agreement, as collateral security for all of the Obligations, Assignor has hypothecated and granted to Assignee a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, all proceeds thereof, and all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same (the “Collateral”).

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Loan Agreement, the parties agree as follows:

1. As collateral security for all of the Obligations under the Loan Agreement and the other Loan Documents, Assignor hereby grants to Assignee, for the benefit of Assignee, a continuing security interest in all of the Assignor’s right, title, and interest in the Collateral, now owned or from time to time after the date hereof owned or acquired by the Assignor, and Assignee hereby accepts such grant of security interest from Assignor.

2. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

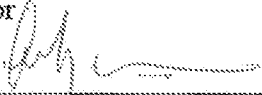
3. In the event of an irreconcilable conflict between this Agreement and the Loan Agreement, the Loan Agreement shall govern.

4. This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to contracts made and to be performed in the State of California, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of California.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR:

34X118 HOLDINGS, LLC,
as Assignor

By: 
Name: ARISA PYREE
Title: CEO

Signature Page to Trademark Security Agreement

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Second Lien

TRADEMARK
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IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR:

34x118 HOLDINGS, LLC,
as Assignor

By: 
Name: ARISH PYLEE
Title: CEO

Signature Page to Trademark Security Agreement
First Lien

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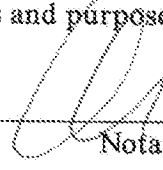
ACKNOWLEDGMENT OF ASSIGNOR

STATE OF California

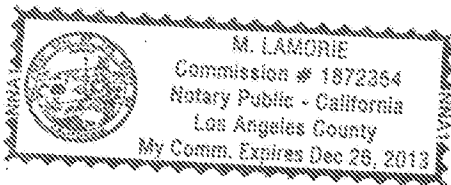
ss.:

COUNTY OF Los Angeles




On this 8th day of April 2013 before me personally came Amish Fizer, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that ~~she~~ is the CEO of 34X118 Holdings, a LLC, and that ~~she~~ executed two liens Trade-mark Security Agreements the foregoing instrument in the name of 34X118 Holdings LLC and that ~~she~~ had authority to sign the same, and ~~she~~ acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.




Notary Public



Second Lien Trademark Security Agreement

Serial No.	Reg. No.	Mark	Goods/Services	Reg. Date
76478271	3072409	RHYTHM & HUES	IC-25: clothing and accessories namely t-shirts, sweatshirts, caps	March 28, 2006
76582509	3084094		IC-35: creating advertising material, namely creating computer-generated imagery for commercials and advertising and post-production editing of commercials and advertising	April 25, 2006
76478270	2975112		IC-42: designing characters and artwork for use in games and by advertising agencies and film companies in print advertising, billboards, and other media	July 26, 2005
76478269	2894315		IC-41: entertainment services in the form of production and distribution of animation, special effects, computer graphics and live action for inclusion in motion pictures, television programs and theme park attractions	October 19, 2004

Serial No.	Reg. No.	Mark	Goods/Services	Reg. Date
74548673	1906065	RHYTHM & HUES	IC-41: entertainment services in the form of production and distribution of animation, special effects and computer graphics for motion pictures and television	July 18, 1995
74548672	1939431		IC-41: entertainment services in the form of production and distribution of animation, special effects and computer graphics for motion pictures and television	December 5, 1995