

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MRC II Distribution Company L.P.		05/31/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1999 AVENUE OF THE STARS, 27TH FLOOR		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85697267	THE LIFE & TIMES OF TIM	
Serial Number:	85754721	THE RICKY GERVAIS SHOW	
Serial Number:	85644030	TED	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027395652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-0392		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

CH \$90.00 85697267

Signature:	/Catherine R. Howell/
Date:	06/05/2013
Total Attachments: 7 source=mrcSupplement No 1 to AR Trademark Sec Agmt Fully-Executed#page1.tif source=mrcSupplement No 1 to AR Trademark Sec Agmt Fully-Executed#page2.tif source=mrcSupplement No 1 to AR Trademark Sec Agmt Fully-Executed#page3.tif source=mrcSupplement No 1 to AR Trademark Sec Agmt Fully-Executed#page4.tif source=mrcSupplement No 1 to AR Trademark Sec Agmt Fully-Executed#page5.tif source=mrcSupplement No 1 to AR Trademark Sec Agmt Fully-Executed#page6.tif source=mrcSupplement No 1 to AR Trademark Sec Agmt Fully-Executed#page7.tif	

SUPPLEMENT NO. 1 TO THE AMENDED
AND RESTATED TRADEMARK SECURITY AGREEMENT
DATED AS OF JULY 25, 2011

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of September 19, 2008, as amended and restated as of July 25, 2011 (as the same may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among MRC II Distribution Company L.P., a Delaware limited partnership (the "Borrower"), the Guarantors referred to therein (the Borrower and the Guarantors being collectively referred to as the "Pledgors", and each individually as "Pledgor"), Media Rights Capital II, L.P., a Delaware limited partnership, as sponsor, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (the "Administrative Agent") and as Issuing Bank, the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrower;

WHEREAS, each of the Pledgors is a party to an Amended and Restated Trademark Security Agreement dated as of July 25, 2011 (as the same may be amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each of the Pledgors has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement;

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement and Schedule B to the Trademark Security Agreement does not reflect all Trademarks licenses acquired by the Pledgors since the date of execution of the Trademark Security Agreement;

THEREFORE,

A. Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in and to all of such Pledgor's right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement and each and every Trademark license added to Schedule B to the Trademark Security Agreement, pursuant to

paragraph B below, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A and Schedule B thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the schedule 1 hereto hereby supplement those set forth on Schedule A to the Trademark Security Agreement and the Trademarks listed on schedule 2 hereto hereby supplement those set forth on Schedule B to the Trademark Security Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of May 31, 2013.

MRC II DISTRIBUTION COMPANY L.P.
666 PRODUCTIONS INC.
666 PRODUCTIONS, LLC
ASGARI, LLC
ASGARI INC.
CAVALCADE PRODUCTIONS, LLC
COLD STREAM PRODUCTIONS, LLC
HUNDREDS OF HATS, INC.
HUNDREDS OF HATS, LLC
I CHALLENGE YOU PRODUCTIONS, LLC
KNIGHT TAKES KING PRODUCTIONS, LLC
KROD MANDOOON PRODUCTIONS LLC
MAJOR TAN, LLC
MEGALOMANIAC PRODUCTIONS, LLC
MRC I HEDGE CO, LLC
MRC I PROJECT CO, LLC
MRC II CAPITAL COMPANY, L.P.
MRC II HOLDINGS L.P.
MRC GLOBAL MUSIC, LLC
MRC INDEPENDENT MUSIC, LLC
MRC WORLDWIDE MUSIC, LLC
OAKTREE ENTERTAINMENT, INC.
SLEUTH US PRODUCTIONS, LLC
TIM'S LIFE PRODUCTIONS, LLC
TRUTH PRODUCTIONS, LLC
RGS PRODUCTIONS, LLC
THUNDER BUDDIES, LLC
WBC, LLC

By: 

Name: *Scott Tenley*

Title: *Authorized Signatory*

9189-7397 QUÉBEC INC.

By: 

Name: *Scott Tenley*

Title: *Authorized Signatory*

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and Issuing Bank

By: 

Name:

Title:

State of California)
County of Los Angeles)

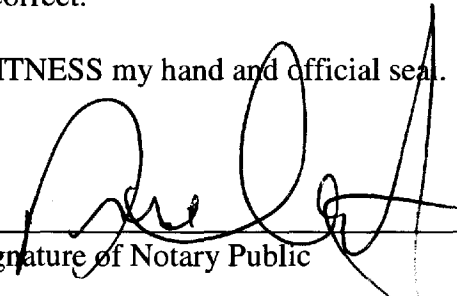
On 5/31/13 before me, Denise Mankewitz, a notary public in and for the State of California
DATE NAME

personally appeared Scott Tenley
NAME(S) OF SIGNER(S)

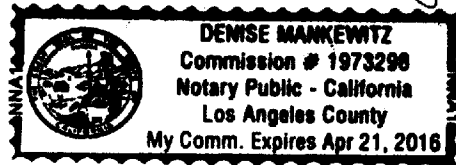
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



SCHEDULE 1

TRADEMARKS

A. Trademark Registrations of any Credit Party

<u>Trademark</u>	<u>Registrant</u>	<u>Jurisdiction; Registration No.</u>	<u>Registration Date & Status</u>
Not Applicable			

B. Trademark Applications of any Credit Party

<u>Trademark</u>	<u>Applicant</u>	<u>Jurisdiction; Application No.</u>	<u>Application Date & Status</u>
Life & Times of Tim	MRC II Distribution Company L.P.	Application No: 85697267	August 7, 2012
The Ricky Gervais Show	MRC II Distribution Company L.P.	Application No: 85754721	October 15, 2012
Ted	MRC II Distribution Company L.P.	Application No: 85644030	June 5, 2012

SCHEDULE 2

TRADEMARK LICENSES

<u>Trademark(s)</u>	<u>Agreement</u>
Not Applicable	