

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FILMNATION ENTERTAINMENT LLC		07/19/2013	LIMITED LIABILITY COMPANY: UNITED STATES
FILMNATION MANAGEMENT, LLC		07/19/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	1000 W. Temple Street
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90012
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3878160	FILMNATION ENTERTAINMENT
Registration Number:	4135793	FILMNATION ENTERTAINMENT
Registration Number:	4150831	FILMNATION ENTERTAINMENT

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com
 Correspondent Name: BRIAN KILB, ESQ.
 Address Line 1: 1100 GLENDON AVENUE, FLR 14
 Address Line 2: BKILB@UNERLAW.COM
 Address Line 4: LOS ANGELES, CALIFORNIA 90024

ATTORNEY DOCKET NUMBER:	83197.003
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CH \$90.00 3878160

NAME OF SUBMITTER:	BRIAN KILB, ESQ
Signature:	/MARINA KELLY THOMSON REUTERS/
Date:	08/27/2013
Total Attachments: 10 source=USPTO Application for Trademark Security Agreement#page1.tif source=USPTO Application for Trademark Security Agreement#page2.tif source=USPTO Application for Trademark Security Agreement#page3.tif source=USPTO Application for Trademark Security Agreement#page4.tif source=USPTO Application for Trademark Security Agreement#page5.tif source=USPTO Application for Trademark Security Agreement#page6.tif source=USPTO Application for Trademark Security Agreement#page7.tif source=USPTO Application for Trademark Security Agreement#page8.tif source=USPTO Application for Trademark Security Agreement#page9.tif source=USPTO Application for Trademark Security Agreement#page10.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): FILMNATION ENTERTAINMENT LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>JULY 19, 2013</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>BANK OF AMERICA, N.A.</u></p> <p>Street Address: <u>1000 W. Temple Street</u></p> <p>City: <u>Los Angeles</u></p> <p>State: <u>CA</u></p> <p>Country: <u>USA</u> Zip: <u>90012</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____	B. Trademark Registration No.(s) <u>3878160; 4135793; 4150831</u>
Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
IC: 41. PRODUCTION AND DISTRIBUTION OF ENTERTAINMENT, WEBSITES, MOTION PICTURES

<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>BRIAN KILB, ESQ.</u></p> <p>Internal Address: <u>BKILB@LINERLAW.COM</u></p> <p>Street Address: <u>1100 GLENDON AVENUE, FLR 14</u></p> <p>City: <u>LOS ANGELES</u></p> <p>State: <u>CA</u> Zip: <u>90024</u></p> <p>Phone Number: <u>310-500-3500</u></p> <p>Docket Number: _____</p> <p>Email Address: _____</p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number <u>502899</u></p> <p>Authorized User Name <u>PAUL SWANSON</u></p>
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9. Signature: _____ 8/26/2013

Signature Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

1. Name of conveying party(ies)(Additional):
FILMNATION MANAGEMENT, LLC

TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of July 19, 2013

WHEREAS, FILMNATION ENTERTAINMENT LLC (the "Borrower") and the other Credit Parties (as defined in the Credit Agreement) referred to in the Credit Agreement (as defined below), together with the Borrower, each a "Pledgor" and collectively the "Pledgors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of July 19, 2013 (as the same has been or may further be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"), among the Pledgors, the lenders referred to therein, and Bank of America, N.A., a national banking association, as administrative agent (in such capacity, the "Administrative Agent") and issuing bank (in such capacity, the "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; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties (as defined in the Credit Agreement)) a 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 (including, without limitation, those Trademark licenses listed on Schedule B hereto), 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; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Within sixty (60) days after any of the Pledgors registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A hereto or in any Trademark license (pursuant to which any Pledgor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure

damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to provide reasonable assistance to the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations (including, without limitation, certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide the notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

Subject always to the various provisions of this Trademark Security Agreement, the Credit Agreement and the other Loan Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Loan Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an

original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

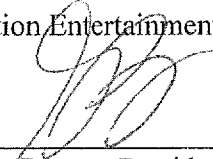
Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

[Signature Pages Follow]


IN WITNESS WHEREOF, the Pledgors have duly executed this Trademark Security Agreement as of the date first set forth above.

PLEDGORS:

FilmNation Entertainment LLC

By: 
Glen Basner, President

FilmNation Management LLC

By: 
Glen Basner, Manager

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005098 FRAME: 0327

Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent, Issuing Bank and Lender

By: _____



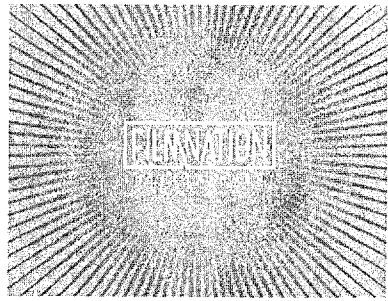
Brian Stearns, Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005098 FRAME: 0328

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Class/Category</u>	<u>Date of Registration</u>	<u>Trademark</u>
United States	FilmNation Management LLC	3,878,160	41/Production and distribution of entertainment	11/16/2010	FilmNation Entertainment <i>in block letters</i>
United States	FilmNation Management LLC	4,135,793	41/Providing an internet website containing various information	5/01/2012	FilmNation Entertainment <i>in block letters</i>
United States	FilmNation Management LLC	4,150,831	41/Production and distribution of motion picture films	05/29/2012	FilmNation Entertainment <i>Stylized logo</i> 
European Union	FilmNation Management LLC	009051699	N/A	10/26/2010	FILMNATION <i>in block letters</i>
Canada	FilmNation Management LLC	TMA849,690	N/A	04/29/2013	FILMNATION <i>in block letters</i>

TRADEMARK LICENSES

None.