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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bellum Entertainment, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☑ Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☑ Yes ☐ No

2. Name and address of receiving party(ies)

Name: SunTrust Bank, as Administrative Agent

Internal Address:

Street Address: 303 PEACHTREE STREET, 32ND FL

City: ATLANTA State: GA Zip: 30308

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State GEORGIA
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 18, 2013

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

86094001, 86094039, 86101072, 86101077

B. Trademark Registration No.(s)

3641548, 3333222

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel Plucinski

Internal Address: Akin Gump Strauss Hauer & Feld LLP

Street Address: 2029 Century Park East
Suite 2400

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) ..... $ 290

☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01/23/2014 KNGUYEN1 00000033 86094001
01 FC:8521 40.00 OP
02 FC:8522 250.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel Plucinski — Name of Person Signing

Signature

1/15/2014 — Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Schedule A
to Trademark Security Agreement

TRADEMARKS

Country	Owner	Application No.	Registration No.	Date of Registration	Trademark
USA	Midori Entertainment, LLC		3,641,548		Animal Atlas
USA	Boarding Pass, LLC	SN: 86094001		Filed 10/17/13	Coolest Places on Earth
USA	Family Style, LLC	SN: 86094039		Filed 10/17/13	Family Style
USA	Holly Belle Entertainment, LLC	SN: 86101072		Filed 10/24/13	On The Spot
USA	Bellum Entertainment, LLC	SN: 86101077		Filed 10/24/13	Origins
USA	Flame Lily Entertainment, LLC		3,333,222		Safari Tracks
USA	Alien Conspiracy, LLC	SN: 86093897		Filed 10/17/13	Unsealed: Alien Files
USA	Alien Conspiracy, LLC	SN: 86093949		Filed 10/17/13	Unsealed: Conspiracy Files
USA	5 O'Clock, LLC	SN: 85920376, 85920331		Filed 5/1/13	What Went Down
USA	Longneedle, Entertainment, LLC	SN: 86101931		Filed 10/15/13	Wildlife Jams
USA	Bellum Entertainment, LLC	SN: 86094098		Filed 10/17/13	Zoo Clues

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

WHEREAS, BELLUM ENTERTAINMENT, LLC (the "Borrower") and the other Credit Parties 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 Revolving Credit, Security, Guaranty and Pledge Agreement, dated as of December 18, 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"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), among the Pledgors, the lenders referred to therein, and SunTrust Bank, as administrative agent (in such capacity, the "Administrative Agent"), the Lenders have agreed to make loans to 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) 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;

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; and

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

TRADEMARK
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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.

Notwithstanding anything to the contrary contained herein, the security interests granted under this Trademark Security Agreement shall not extend to any United States intent-to-use trademark applications 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 or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

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 Fundamental 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

TRADEMARK
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infringe any right therein of the Pledgors, the Administrative Agent, 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.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement, the Credit Agreement and the other Fundamental 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 Fundamental Documents.

TRADEMARK
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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.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Trademark Security 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.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, each Pledgors has duly executed this Trademark Security Agreement as of December 18, 2013.

PLEDGORS:

BELLUM ENTERTAINMENT, LLC

By: _____
Name: Mary Carole McDonnell
Title: Manager

1525 ENTERTAINMENT, LLC

By: _____
Name: Mary Carole McDonnell
Title: Manager

HOMEMADE, LLC

By: Bellum Entertainment, LLC
Its: Manager

By: _____
Name: Mary Carole McDonnell
Title: Manager

ALIEN CONSPIRACY, LLC

By: Bellum Entertainment, LLC
Its: Manager

By: _____
Name: Mary Carole McDonnell
Title: Manager

ZOO CLUES, LLC

By: _____
Name: Mary Carole McDonnell
Title: Manager

TRADEMARK
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FAMILY STYLE, LLC

By: Bellum Entertainment, LLC
Its: Manager

By:_____
Name: Mary Carole McDonnell
Title: Manager

BREAKTHROUGH, LLC

By:_____
Name: Mary Carole McDonnell
Title: Manager

BOARDING PASS, LLC

By: Bellum Entertainment, LLC
Its: Manager

By:_____
Name: Mary Carole McDonnell
Title: Manager

LONGNEEDLE ENTERTAINMENT, LLC

By:_____
Name: Mary Carole McDonnell
Title: Manager

FLAME LILLY, LLC

By:_____
Name: Mary Carole McDonnell
Title: Manager

HOLLY BELLE, LLC

By:_____
Name: Mary Carole McDonnell
Title: Manager

TRADEMARK
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MIDORI ENTERTAINMENT, LLC

By: _____
Name: Mary Carole McDonnell
Title: Manager

5 O'CLOCK, LLC

By: Bellum Entertainment, LLC
Its: Manager

By: _____
Name: Mary Carole McDonnell
Title: Manager

TRADEMARK
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NEW DIGS, LLC

By: Bellum Entertainment, LLC
Its: Manager

By: _____
Name: Mary Carole McDonnell
Title: Manager

Signature Page to Trademark Security Agreement

ACCEPTED:

SunTrust,
as Administrative Agent

By: _____
Name: Brett Ross
Title: Vice President

State of California)
County of Los Angeles)

On 12-18-13 before me, Dion Noravian, a notary public in and for the State of California
DATE NAME

personally appeared Mary Carole McDonnell, who proved to me on the basis of
NAME(S) OF SIGNER(S)

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

DION NORAVIAN
Commission # 2049613
Notary Public - California
Los Angeles County
My Comm. Expires Nov 25, 2017

DION NORAVIAN
Commission # 2049613
Notary Public - California
Los Angeles County
My Comm. Expires Nov 25, 2017

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

N/A