

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	Supplement No. 1 to The Amended And Restated Trademark Security Agreement Dated as of January 8, 2013																										
CONVEYING PARTY DATA																											
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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:	202-739-5723																										
Email:	chimmelfarb@morganlewis.com																										
Correspondent Name:	Carolyn Himmelfarb																										
Address Line 1:	1111 Pennsylvania Avenue, N.W.																										
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004																										

CH \$140.00 85978470

ATTORNEY DOCKET NUMBER:	066397-0397
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	01/21/2014

Total Attachments: 11

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SUPPLEMENT NO. 1
TO THE AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
DATED AS OF JANUARY 8, 2013

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit and Guaranty Agreement dated as of January 8, 2013 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; defined terms used herein but not otherwise defined shall have the meanings ascribed to such terms therein) among Entertainment One UK Holdings Limited, Earl Street Capital Inc., and 4384768 Canada Inc., as Borrowers (the "Borrowers"), the Guarantors referred to therein (the "Guarantors"), and together with the Borrowers, the "Credit Parties"), the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), J.P. Morgan Europe Limited, as Sterling Agent (the "Sterling Agent") and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent (the "Canadian Agent"), the Lenders have agreed to make loans to the Borrowers and participate in Letters of Credit issued and discount and accept any Bankers' Acceptances for the account of the Borrowers, for the purposes set forth therein;

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 19, 2008 (as the same has been and may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") between the Credit Parties and the Administrative Agent, such Credit Parties have granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Canadian Agent, the Issuing Bank and the Lenders) a security interest in all personal property of such Credit Parties whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of such Credit Parties in, to and under any trademark or trademark license, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, certain of the Credit Parties are a party to an Amended and Restated Trademark Security Agreement dated as of January 8, 2013 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each such Credit Party (each, a "Pledgor", and collectively, the "Pledgors") has granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Canadian Agent, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of such Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to therein and herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of such Pledgor:

(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 thereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed thereto, 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 such Pledgor 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;

but excluding, notwithstanding anything in the Credit Agreement, the Trademark Security Agreement or herein to the contrary: (i) any "intent-to-use" trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office or any intellectual property if the grant of a security interest therein would result in the cancellation or voiding of such intellectual property by the applicable Governmental Authority; (ii) intellectual property (or rights thereto) which is not owned solely by the Credit Parties, (iii) Equity Interests expressly excluded from the definition of Pledged Securities or (iv) any agreement to which any Pledgor is a party, only to the extent and for so long as the terms of such agreement or any requirement of Applicable Law (x) validly prohibit the creation by such Pledgor of a security interest in such agreement in favor of the Administrative Agent (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other Applicable Law (including the Bankruptcy Code) or principles of equity) or (y) would result in a termination pursuant to the terms of any such agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity), in each case unless and until any required consents are obtained, provided however that Trademark Collateral shall include, and the security interest granted in the Trademark Collateral shall attach to, any proceeds, substitutions or replacements of any such excluded items referred to therein unless such proceeds, substitutions or replacements would constitute excluded items under the Credit Agreement or thereunder.

WHEREAS, certain Pledgors have acquired or created additional items of Trademark Collateral since the date of the execution of the Trademark Security Agreement and hold certain additional trademarks and rights under trademark with respect to the Trademark Collateral;

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all of the Trademark Collateral as it is currently registered with the United States Patent and Trade Office (the "USPTO");

THEREFORE,

A. The undersigned Pledgor does hereby grant to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Canadian Agent, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in and to all of its right, title and interest in and to each and every item of Trademark Collateral as it is being added to Schedule A to the Trademark Security Agreement pursuant to paragraph B below and all of such

Pledgor's right, title and interest in, to and under the Trademark Collateral, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in its possession, including with respect to each and every item of trademark and trademark license, 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 thereof so as to add the description of the following trademarks:

<u>Proprietor</u>	<u>Trademark</u>	<u>Country</u>	<u>Intl. Classes</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
Art Impressions, Inc.	SO•SO HAPPY	U.S.	3, 14, 16, 25	85978470	4314928	2/1/12	4/2/13
Art Impressions, Inc.	SO•SO HAPPY	U.S.	18, 25, 28	85479515	4164693	11/22/11	6/26/12
Art Impressions, Inc.	SO•SO HAPPY	U.S.	16, 20, 21, 30	85689286		7/27/12	
Art Impressions, Inc.	SO•SO HAPPY	U.S.	9	85531428	Will register per USPTO 9/18/13, but no cert yet	2/1/12	
Art Impressions, Inc.	SO•SO HAPPY	U.S.	12, 14, 16, 21, 24, 25, 28, 30	85833089		1/25/13	
Art Impressions, Inc.	SO•SO HAPPY	Argentina	25	3244963		4/16/13	
Art Impressions, Inc.	SO•SO HAPPY	Brazil	3, 9, 14, 16, 18, 24, 25, 28, 41	905.981.774, 905.982.053, 905.982.142, 905.982.215, 905.982.240,		3/14/13	

<u>Proprietor</u>	<u>Trademark</u>	<u>Country</u>	<u>Intl. Classes</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
				905.982.428, 905.982.533, 905.982.711, 905.982.649			
Art Impressions, Inc.	SO•SO HAPPY	Canada	3, 9, 12, 14, 16, 18, 20, 21, 24, 25, 28, 30, 41	1616367		3/1/2013	
Art Impressions, Inc.	SO•SO HAPPY	Chile	3, 9, 14, 16, 18, 24, 25, 28, 30, 41	1051997, 1051996, 1051994, 1051993, 1051992, 1051990, 1051989, 1051980, 1051961, 1051946		3/28/13	
Art Impressions, Inc.	SO•SO HAPPY	Hong Kong	3, 9, 14, 16, 18, 21, 24, 25, 28, 30, 41	302545704		3/12/13	
Art Impressions, Inc.	SO•SO HAPPY	Indonesia	3, 9, 14, 16, 18, 24, 25, 28, 41	D002013014197 D002013014211 D002013014207 D002013014198 D002013014201 D002013014202 D002013014206 D002013014205 D002013014199		3/27/13	
Art Impressions, Inc.	SO•SO HAPPY	Int'l filing w/ WIPO designating European Union/OHI M, Japan, China, Korea, Singapore,	3, 14, 16	Base Appl. – U.S. Appl. 85978470	1158969	4/11/13	4/11/13

<u>Proprietor</u>	<u>Trademark</u>	<u>Country</u>	<u>Intl. Classes</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
		Vietnam, Australia, Russian Federation					
Art Impressions, Inc.	SO•SO HAPPY	Int'l filing w/ WIPO designating Australia, China, European Union/OHI M, Japan, Korea	18, 25, 28 Japan complete; office action in Korea in Cl. 25, resp. sent 10/1	Base Appl. – U.S. Appl. 85479515	1140455	10/30/12	10/30/12
Art Impressions, Inc.	SO•SO HAPPY	Int'l filing w/ WIPO designating European Union/OHI M, Japan, China, Korea, Singapore, Australia, Russian Federation, Vietnam	16, 20, 21	Base Appl. – U.S. Appl. 85689286	1170073	3/16/13	3/16/13
Art Impressions, Inc.	SO•SO HAPPY	Int'l filing w/ WIPO designating European Union/OHI M, Japan, China, Korea, Singapore, Australia, Russian Federation, Vietnam	14, 16, 24, 25, 28	Base Appl. – U.S. Appl. 85833089		3/16/13	

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Art Impressions, Inc.	SO•SO HAPPY	Malaysia	3, 9, 14, 16, 18, 24, 25, 28, 41	2013053477 2013053468 2013053471 2013053475 2013053479 2013053480 2013053482 2013053483 2013053484		4/11/13	
Art Impressions, Inc.	SO•SO HAPPY	Mexico	3, 9, 12, 14, 16, 18, 21, 24, 25, 28, 30, 35, 41	1357687, 1357688, 1357689, 1357691, 1357694, 1357702, 1357701, 1357703, 1357704, 1357706, 1357705		3/15/13	
Art Impressions, Inc.	SO•SO HAPPY	Panama	9, 14, 16, 18, 25, 28, 30	223153-01 Published for opposition		5/27/13	
Art Impressions, Inc.	SO•SO HAPPY	Saudi Arabia	9, 14, 16, 18, 25, 28, 35, 41	197486, 197487, 197488, 197489, 197490, 197491, 197492, 197493		6/2/13	
Art Impressions, Inc.	SO•SO HAPPY	Taiwan	3, 9, 14, 16, 18, 24, 25, 28, 35, 41	102013660		3/15/13	
Art Impressions, Inc.	SKELANIMALS	U.S.	9, 12, 18, 25	85577261	4233690	3/22/12	10/30/12
Art Impressions, Inc.	SKELANIMALS	Argentina	16		3013980	7/2/10	6/17/11

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Art Impressions, Inc.	SKELANIMALS	Argentina	18		3013981	7/2/10	6/17/11
Art Impressions, Inc.	SKELANIMALS	Argentina	24		3013980 2	7/2/10	6/17/11
Art Impressions, Inc.	SKELANIMALS	Brazil	3, 9, 14, 16, 18, 24, 25, 28, 41	905980980 905981057 905981120 905981170 905981200 905981278 905981332 905981430 905981472		3/14/13	Opp. Period ended 9/2/13
Art Impressions, Inc.	SKELANIMALS	Canada	3, 9, 12, 18, 25, 28	1616368		3/1/13	
Art Impressions, Inc.	SKELANIMALS	China	9		9838251		10/14/12
Art Impressions, Inc.	SKELANIMALS	China	16		9839461		10/21/12
Art Impressions, Inc.	SKELANIMALS	China	14, 16, 25, 28		0151870 9		5/16/12
Art Impressions, Inc.	SKELANIMALS	China	14, 18, 25, 28, 35			8/12/11	
Art Impressions, Inc.	SKELANIMALS	European Union	9, 14, 16, 18, 25, 26, 28		0061211 15		8/25/08
Art Impressions, Inc.	SKELANIMALS	European Union	24		0089119 68		7/13/10

<u>Proprietor</u>	<u>Trademark</u>	<u>Country</u>	<u>Intl. Classes</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
Inc.							
Art Impressions, Inc.	SKELANIMALS	Hong Kong	9, 14, 16, 18, 25, 28, 35		302002364	8/11/11	5/22/12
Art Impressions, Inc.	SKELANIMALS	Int'l filing w/ WIPO designating Singapore and Australia	9, 18		1167457	2/6/13	
Art Impressions, Inc.	SKELANIMALS	Japan	9, 14, 16, 18, 25, 26, 28	2007-075556	5314974	7/4/07	4/9/10
Art Impressions, Inc.	SKELANIMALS	Korea	3, 9, 14, 16, 18, 21, 24, 25, 28, 30, 41	45-2013-0001564		3/21/13	
Art Impressions, Inc.	SKELANIMALS	Mexico	9	866718	1029273	7/6/07	3/7/08
Art Impressions, Inc.	SKELANIMALS	Mexico	14	866719	1024011	7/6/07	2/19/08
Art Impressions, Inc.	SKELANIMALS	Mexico	16	866720	1026776	7/6/07	2/26/08
Art Impressions, Inc.	SKELANIMALS	Mexico	18	866721	1026777	7/6/07	2/26/08
Art Impressions, Inc.	SKELANIMALS	Mexico	25	866722	1026778	7/6/07	2/26/08
Art Impressions, Inc.	SKELANIMALS	Mexico	26	866723	1026779	7/6/07	2/26/08

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Art Impressions, Inc.	SKELANIMALS	Mexico	28	866724	1029274	7/6/07	3/7/08
Art Impressions, Inc.	SKELANIMALS	Mexico	28	866724	1029274	7/6/07	3/7/08
Art Impressions, Inc.	SKELANIMALS	Paraguay	3, 16, 18, 24		352764 352765 352766 352767		9/16/11
Art Impressions, Inc.	SKELANIMALS	Paraguay	25		360561		3/30/12
Art Impressions, Inc.	SKELANIMALS	Taiwan	9, 18, 35	100039670		8/5/11	
Art Impressions, Inc.	SKELANIMALS	Taiwan	14, 16, 25, 28		1518709		5/16/12
Art Impressions, Inc.		U.S.	14, 16, 25, 28	78754659	3345624	11/15/05	11/27/07
Art Impressions, Inc.		Int'l filing w/ WIPO designating Australia, Korea and Singapore	14, 16, 25, 28		1155595		2/19/13

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 and

all documents contemplated thereby, are each hereby confirmed and ratified by the undersigned Pledgor.

The execution and filing of this Supplement is 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 any Pledgor and heretofore recorded or submitted for recording in the USPTO or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned Pledgor has caused this Supplement No. 1 to the Trademark Security Agreement, effective as of the date first written above, to be duly executed as of October 16, 2013.

PLEDGOR:

ART IMPRESSIONS, INC.

By: [Signature]
Name: Alison Kenney
Title: COO

California All-Purpose Acknowledgement

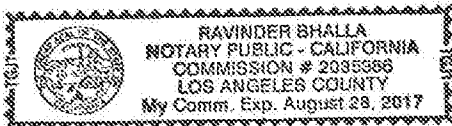
State of California } On this the 17th day of January 2014
 }ss. before me, Ravinder Bhalla, Notary Public
County of Los Angeles } personally appeared, Alison Kenney

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]
Signature of Notary Public



[Signature Page to Supplement No. 1 to the Trademark Security Agreement]