

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Three Lions Entertainment, LLC		05/07/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, 32nd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86062935	SPORTS ROCK	
Serial Number:	86062940	SPORTS ROCK	
Serial Number:	86062951	SPORTS ROCK	
Serial Number:	86062945	SPORTS ROCK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	D'Arcy Conrique		
Address Line 1:	2029 Century Park East, Suite 2400		
Address Line 2:	AKIN GUMP STRAUSS HAUER & FELD		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/Marina Kelly Thomson Reuters/		
DATE SIGNED:	05/07/2014		
Total Attachments: 10			
source=Scan 001 (3)#page1.tif			
source=Scan 001 (3)#page2.tif			

OP \$115.00 86062935

source=Scan 001 (3)#page3.tif
source=Scan 001 (3)#page4.tif
source=Scan 001 (3)#page5.tif
source=Scan 001 (3)#page6.tif
source=Scan 001 (3)#page7.tif
source=Scan 001 (3)#page8.tif
source=Scan 001 (3)#page9.tif
source=Scan 001 (3)#page10.tif

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

Dated as of May 7, 2014

WHEREAS, THREE LIONS ENTERTAINMENT, LLC (the “Borrower”) and the other Credit Parties referred to in the Credit Agreement (as defined below), together with the Borrower, each a “Grantor” and collectively the “Grantors”) 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;

WHEREAS, pursuant to that certain Revolving Credit, Security, Guaranty and Pledge Agreement, dated as of May 7, 2014 (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 Grantors, 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;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors have granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Grantors including, without limitation, all right, title and interest of the Grantors in, to and under all of the Grantors’ 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 Grantors, 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 Grantors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks, the Trademark licenses and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors 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 such Grantors' 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 Grantors:

- (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 Grantors 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 Grantors 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 Grantor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Grantors 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 Grantors, 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 Grantors 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 Grantors, 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 Grantors (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 Grantors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Grantors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Grantors 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 Grantors' sole expense.

The security interest granted pursuant to this Trademark Security Agreement 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 Grantors 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 Grantors, at the Grantors' 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.

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 Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental 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.

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, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

THREE LIONS ENTERTAINMENT, LLC

By: _____
Name: *RICHARD BECKMAN*
Title: *CEO*

ACCEPTED:

SUNTRUST,
as Administrative Agent

By: _____
Name:
Title:

State of New York)
County of New York)

On May 5, 2014 before me, Adam Kagan, a notary public in and for the State of New York personally appeared Richard Beckman, 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ADAM B. KAGAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KA6164551
Qualified in Westchester County
My Commission Expires April 23, 2015



Signature of Notary Public

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.


GRANTOR:

THREE LIONS ENTERTAINMENT, LLC

By: _____
Name:
Title:

ACCEPTED:

SUNTRUST,
as Administrative Agent

By:  _____
Name: Brett Ross
Title: Vice President

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
USA	Three Lions Entertainment, LLC	86062935	Pending	Pending	SPORTS ROCK
USA	Three Lions Entertainment, LLC	86062940	Pending	Pending	SPORTS ROCK
USA	Three Lions Entertainment, LLC	86062951	Pending	Pending	SPORTS ROCK
USA	Three Lions Entertainment, LLC	86062945	Pending	Pending	SPORTS ROCK

TRADEMARK LICENSES

License of "Fashion Rocks" and "Fashion Rocks Broadway"	Trademark License Agreement dated March 14, 2013 by and between The Gross Family Foundation, Inc. and Three Lions Entertainment, LLC
License of the trademark "Movies Rock"	Term Sheet between Three Lions Entertainment, LLC and Advance Magazine Publishers Inc.