

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EUROPACORP FILMS USA, INC.		10/21/2014	CORPORATION: CALIFORNIA
EUROPACORP S.A.		10/21/2014	CORPORATION: FRANCE
EUROPACORP HOME ENTERTAINMENT S.A.S.		10/21/2014	CORPORATION: FRANCE
EUROPACORP DISTRIBUTION S.A.S.		10/21/2014	CORPORATION: FRANCE
EUROPACORP MUSIC PUBLISHING S.A.S.		10/21/2014	CORPORATION: FRANCE
YDEO S.A.S.		10/21/2014	CORPORATION: FRANCE
ROISSY FILMS S.A.S.		10/21/2014	CORPORATION: FRANCE
BLUE ADVERTAINMENT S.A.S.		10/21/2014	CORPORATION: FRANCE
DIGITAL FACTORY S.A.S.		10/21/2014	CORPORATION: FRANCE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A. as Administrative Agent for the benefit of the Secured Parties
Street Address:	2029 Century Park East
Internal Address:	38th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3529271	ARTHUR AND THE INVISIBLES

CORRESPONDENCE DATA

Fax Number: 2027393001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202.739.5950

TRADEMARK

Email: ateixeira@morganlewis.com
Correspondent Name: Antonio Cesar Teixeira
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 2: Attention: TMSU
Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER: Antonio Cesar Teixeira

SIGNATURE: /Antonio C. Teixeira/

DATE SIGNED: 11/14/2014

Total Attachments: 19

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THE INDEBTEDNESS SECURED BY THIS INSTRUMENT AND THE INTEREST RELATING TO SUCH INDEBTEDNESS, AS WELL AS THE LIENS SUBORDINATING SUCH INDEBTEDNESS, ARE SUBORDINATED TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 21, 2014, AMONG JPMORGAN CHASE BANK, N.A., AS FIRST PRIORITY REPRESENTATIVE, JPMORGAN CHASE BANK, N.A., AS SECOND PRIORITY REPRESENTATIVE, EUROPACORP FILMS USA, INC., EUROPACORP S.A. AND THE LOAN PARTIES REFERRED TO THEREIN, AS AMENDED FROM TIME TO TIME.

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

Dated as of October 21, 2014

WHEREAS, EuropaCorp Films USA, Inc., a California corporation (the "Borrower"), EuropaCorp S.A. ("Parent") and the other guarantors referred to in the Credit Agreement (as hereinafter defined) (together with the Borrower and Parent, each individually 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 filed 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 Second Lien Credit, Security, Guaranty and Pledge Agreement, dated as of October 21, 2014 (as may 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 Borrower, Parent and the other Guarantors referred to therein, the Lenders referred to therein, and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), the Lenders have agreed to make loans to Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Grantor including, without limitation, all right, title and interest of such Grantor in, to and under all of Grantor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in

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possession of Grantor, 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 or its obligations under and in connection with its guaranty of the Obligations, as applicable; and;

WHEREAS, the Administrative Agent and each Grantor 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 is hereby acknowledged, each Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the following (all of the following items (i)-(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 such Grantor:

(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 such Grantor 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.

Each Grantor agrees that if any Person shall do or perform any act which the Administrative Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of such Grantor, the Administrative Agent, or the Lenders, or if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to such Grantor (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 steps and institute such suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act 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 such Grantor or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Grantor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Grantor agrees to assist the Administrative Agent with any steps taken, or

any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at such Grantor's 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 Grantor and the Administrative Agent 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 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 execute and deliver to such Grantor, at such Grantor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or advisable 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 the Credit Agreement and the other Fundamental Documents to which it is a party, such Grantor 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 IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

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.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and such Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by such Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly Authorized Officer as of the date first set forth above.

GRANTORS:

EUROPACORP FILMS USA, INC.

By: _____
Name: Christophe Lambert
Title: Chief Executive Officer

EUROPACORP S.A.

By: _____
Name: Christophe Lambert
Title: Chief Executive Officer

EUROPACORP HOME ENTERTAINMENT S.A.S.

By: EuropaCorp S.A., its President

By: _____
Name: Christophe Lambert
Title: Chief Executive Officer

EUROPACORP DISTRIBUTION S.A.S.

By: EuropaCorp S.A., its President

By: _____
Name: Christophe Lambert
Title: Chief Executive Officer

EUROPACORP MUSIC PUBLISHING S.A.S.

By: EuropaCorp S.A., its President

By: _____
Name: Christophe Lambert
Title: Chief Executive Officer

Second Lien Trademark Security Agreement

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YDÉO S.A.S.

By: EuropaCorp S.A., its President

By: 

Name: Christophe Lambert

Title: Chief Executive Officer

ROISSY FILMS S.A.S.

By: EuropaCorp S.A., its President

By: 

Name: Christophe Lambert

Title: Chief Executive Officer

BLUE ADVERTAINMENT S.A.S.

By: EuropaCorp S.A., its President

By: 

Name: Christophe Lambert

Title: Chief Executive Officer

DIGITAL FACTORY S.A.S.

By: Blue Advertainment S.A.S., its President

By: EuropaCorp S.A., its President

By: 

Name: Christophe Lambert

Title: Chief Executive Officer

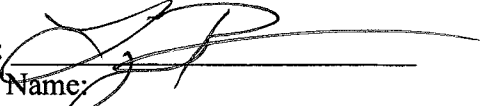
Second Lien Trademark Security Agreement

TRADEMARK

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Accepted:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: _____
Title: **Lynn M. Braun**
"Authorized Signer"

SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Country	Application Date	Application N°	Registration Date	Registration N°	Holder
ARTHUR AND THE INVISIBLES	USA	23/06/2006	78/915 303	04/11/2008	3 529 271	EUROPACORP S.A.
ARTHUR AND THE REVENGE OF MALTAZARD	USA	14/12/2007	979 234	06/04/2010	3771652	EUROPACORP S.A.
ARTHUR AND THE WAR OF THE TWO WORLDS	USA	14/12/2007	979 235	01/09/2009	3 676 681	EUROPACORP S.A.

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

None.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public
(Here insert name and title of the officer)

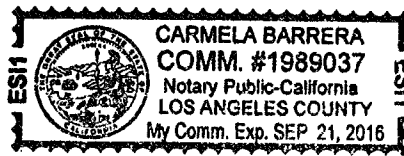
personally appeared Christophe Lambert and ~~CB~~

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ^{is} subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in ^{his} ~~his/her/their~~ authorized capacity(~~ies~~), and that by ^{his} ~~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.

Carmela Barrera
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

2nd
Trademark Security Agreement - 3rd Lien

(Title or description of attached document)

On behalf of Europacorp Films USA, Inc

(Title or description of attached document continued)

Number of Pages 9 Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /arc) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - + Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - + Indicate title or type of attached document, number of pages and date.
 - + Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

TRADEMARK

REEL: 005401 FRAME: 0581

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public,
(Here insert name and title of the officer)

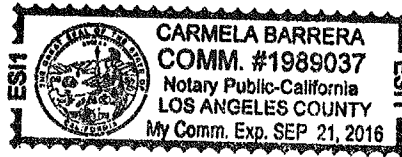
personally appeared Lynn Marie Braun,

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.

Carmela Barrera
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security Agmt. - 2nd Lien
(Title or description of attached document)

On behalf of JP Morgan Chase
(Title or description of attached document continued)

Number of Pages 9 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public
(Here insert name and title of the officer)

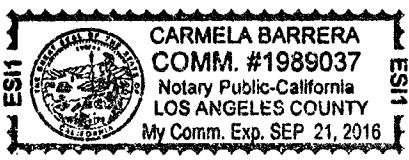
personally appeared Christophe Lambert and CEB

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ^{is} ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/^{is} ~~she/they~~ executed the same in his/^{his} ~~her/their~~ authorized capacity(^{ies}), and that by his/^{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.

Carmela Barrera
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security Agreement - ^{2nd} ~~3rd~~ Lien

(Title or description of attached document)

On behalf of Europacorp S.A.

(Title or description of attached document continued)

Number of Pages 9 Document Date _____

(Additional information)

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- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

TRADEMARK

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public
(Here insert name and title of the officer)

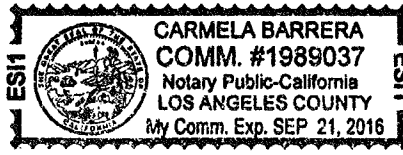
personally appeared Christophe Lambert and *CLB*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ^{is} ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/^{she} ~~she/they~~ executed the same in his/^{his} ~~his/her/their~~ authorized capacity(~~ies~~), and that by his/^{his} ~~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.

Carmela Barrera
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security Agreement - ^{2nd} Lien

(Title or description of attached document)

On behalf of Europacorp Home Entert. S.A.S.

(Title or description of attached document continued)

Number of Pages 9 Document Date _____

(Additional information)

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 - + Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

TRADEMARK

REEL: 005401 FRAME: 0584

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public
(Here insert name and title of the officer)

personally appeared Christophe Lambert and ~~CLP~~

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ^{is} ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/^{he} ~~she/they~~ executed the same in his/^{his} ~~her/their~~ authorized capacity(~~ies~~), and that by his/^{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.

Carmela Barrera
 Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security Agreement – ^{2nd} ~~3rd~~ Lien

(Title or description of attached document)

On behalf of Europacorp Distrib. S.A.S.

(Title or description of attached document continued)

Number of Pages 9 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

- INSTRUCTIONS FOR COMPLETING THIS FORM**
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 - Securely attach this document to the signed document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public
(Here insert name and title of the officer)

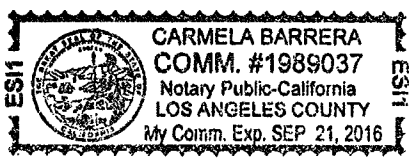
personally appeared Christophe Lambert and ~~CEO~~

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ^{is} 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.

Carmela Barrera
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security Agreement – ^{2nd} ~~3rd~~ Lien

(Title or description of attached document)

On behalf of Europacorp Music Publish.

(Title or description of attached document continued) S.A.S.

Number of Pages 9 Document Date _____

(Additional information)

- ### INSTRUCTIONS FOR COMPLETING THIS FORM
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CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer _____
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public
(Here insert name and title of the officer)

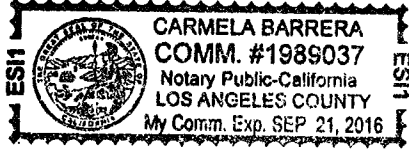
personally appeared Christophe Lambert and *CEB*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ^{*is*} ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ ^{*he*} executed the same in ~~his/her/their~~ ^{*his*} authorized capacity(~~ies~~), and that by ~~his/her/their~~ ^{*his*} 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.

Carmela Barrera
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

2nd
Trademark Security Agreement – 3rd Lien

(Title or description of attached document)

On behalf of YDEO S.A.S.

(Title or description of attached document continued)

Number of Pages 9 Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM
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CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer _____
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public
(Here insert name and title of the officer)

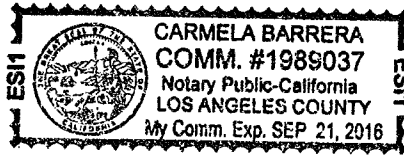
personally appeared Christophe Lambert and *CLB*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ^{is} subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in ^{his} 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.

Carmela Barrera
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security Agreement - ^{2nd} Lien

(Title or description of attached document)

On behalf of Roissy Films S.A.S.

(Title or description of attached document continued)

Number of Pages 9 Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

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CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

TRADEMARK

REEL: 005401 FRAME: 0588

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public
(Here insert name and title of the officer)

personally appeared Christophe Lambert and *CEB*

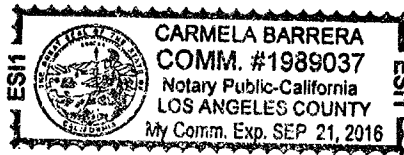
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ^{*is*} ~~is/are~~ subscribed to the within instrument and acknowledged to me that ^{*he*} ~~he/she/they~~ executed the same in ^{*his*} ~~his/her/their~~ authorized capacity(~~ies~~), and that by ^{*his*} ~~his/her/their~~ 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.

Carmela Barrera

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security Agreement – ^{*2nd*} ~~3rd~~ Lien

(Title or description of attached document)

On behalf of Blue Advertainm. S.A.S.

(Title or description of attached document continued)

Number of Pages *9* Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

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CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

TRADEMARK

REEL: 005401 FRAME: 0589

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 16, 2014 before me, Carmela Barrera, Notary Public
(Here insert name and title of the officer)

personally appeared Christophe Lambert and *CEL*

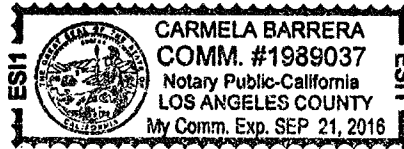
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Carmela Barrera

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security Agreement – ^{2nd} 3rd Lien

(Title or description of attached document)

On behalf of Digital Factory S.A.S.

(Title or description of attached document continued)

Number of Pages 9 Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

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CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____