

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE MILL (FACILITY) LIMITED		12/15/2014	COMPANY:
RECEIVING PARTY DATA			
Name:	HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED		
Street Address:	LEVEL 27, 8 CANADA SQUARE		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3063507	BEAM.TV	
Registration Number:	3076321	BEAM.TV	
Registration Number:	3063509	BEAM.TV	
Registration Number:	3079224	BEAM.TV	
Registration Number:	2958931	MILL	
Registration Number:	3016584	MILL	
Serial Number:	86359813	MILL+	
Serial Number:	86359814		
CORRESPONDENCE DATA			
Fax Number:	2026375910		
<i>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.</i>			
Phone:	202-637-5600		
Email:	stephanie.mcdonough@hoganlovells.com		
Correspondent Name:	HOGAN LOVELLS US LLP		
Address Line 1:	555 THIRTEENTH STREET N.W.		
Address Line 4:	WASHINGTON, D.C. 20004		
ATTORNEY DOCKET NUMBER:	37747-00007		
NAME OF SUBMITTER:	SCOTT HUGHES		

CH \$215.00 3063507

SIGNATURE:	/SCOTT HUGHES/
DATE SIGNED:	01/08/2015
Total Attachments: 10 source=Wolverine - Trademark Security Agreement - EXECUTED#page1.tif source=Wolverine - Trademark Security Agreement - EXECUTED#page2.tif source=Wolverine - Trademark Security Agreement - EXECUTED#page3.tif source=Wolverine - Trademark Security Agreement - EXECUTED#page4.tif source=Wolverine - Trademark Security Agreement - EXECUTED#page5.tif source=Wolverine - Trademark Security Agreement - EXECUTED#page6.tif source=Wolverine - Trademark Security Agreement - EXECUTED#page7.tif source=Wolverine - Trademark Security Agreement - EXECUTED#page8.tif source=Wolverine - Trademark Security Agreement - EXECUTED#page9.tif source=Wolverine - Trademark Security Agreement - EXECUTED#page10.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 15, 2014 is entered into by and between THE MILL (FACILITY) LIMITED, an English company (the "Grantor") and HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, as Security Agent for the Beneficiaries (in such capacity the "Security Agent").

WHEREAS, pursuant to the Security Agreement (as defined below), the Grantor is granting a security interest to the Security Agent in certain intellectual properties (and all rights therein and proceeds and products thereof), wherever located and whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence, and whether direct, contingent or otherwise, including the Trademarks (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Security Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated December __, 2014, between the Grantor and the Security Agent, as amended, modified, supplemented, restated and in effect from time to time (the "Security Agreement").

SECTION 2. Grant of Security Interest in Trademark Collateral. As continuing security for the prompt and complete payment or performance, as the case may be, in full when due of the Secured Liabilities, the Grantor hereby assigns, for the benefit of itself and all of the other Beneficiaries, a security interest in, general lien on and right of set-off of, all of the Grantor's right, title and interest in, to and under all of the following (and all rights therein and proceeds and products thereof), wherever located and whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence, and whether direct, contingent or otherwise (the "Trademark Collateral"):

- (a) all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including the registrations referred to on Schedule A hereto (collectively, "Trademarks");
- (b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Trademark Licenses");
- (c) all extensions or renewals of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
- (f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Beneficiaries pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth

herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Security Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or Trademark Licenses or any Trademarks Licenses acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks or Trademark Licenses in which the Grantor no longer has or claims any right, title or interest.


SECTION 5. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF SAID STATE), AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

SECTION 6. Successors and Assigns. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect, subject to release and/or termination as set forth in the Facilities Agreement (as defined in the Security Agreement), (ii) be binding upon the Grantor, its successors and assigns; provided, however, that the Grantor will not assign any of its rights or obligations hereunder or any interest herein or in the Collateral (any such purported assignment or transfer shall be void) except as expressly contemplated by this Agreement and the Facilities Agreement (as defined in the Security Agreement), and (iii) inure, together with the rights and remedies of the Security Agent hereunder, to the benefit of the Security Agent and each of the other Beneficiaries and their respective successors, transferees and assigns.

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

THE MILL (FACILITY) LIMITED, as
Grantor

By: 
Name: _____
Title:

HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED,
as Security Agent

By: _____
Name:
Title:

[Signature Page – Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

THE MILL (FACILITY) LIMITED, as
Grantor

By: _____
Name:
Title:

HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED,
as Security Agent

By: 
Name:
Title: **Françoise Rivière**
Authorised Signatory

{Signatures Page -- Trademark Security Agreement}

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

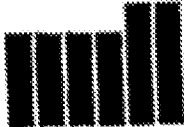
SEE ATTACHED


The Mill (Facility) Ltd.



40-41 Great Marlborough Street, W1V 1DA, London, United Kingdom


Trademarks

Record	Trademark	Status	Goods/Services
US Federal	BEAM.TV SN:78-585368 RN:3,063,507	Registered 8 & 15 March 30, 2012 Int'l Class: 38 First Use: 2001 In Commerce: April 15, 2003 Filed: March 11, 2005 Published: December 6, 2005 Registered: February 28, 2006	(Int'l Class: 38) Electronic delivery of images, photographs, print advertisements and television and radio commercials via a global computer network; providing access to data, documents, images, photographs, print advertisements, and television and radio commercials stored electronically, electronic transmission of television commercials to advertising awards shows
US Federal	BEAM.TV SN:78-585337 RN:3,076,321	Registered 8 & 15 March 31, 2012 Int'l Class: 35 First Use: 2001 In Commerce: April 15, 2003 Filed: March 11, 2005 Published: January 10, 2006 Registered: April 4, 2006	(Int'l Class: 35) Television commercial production services in the nature of providing online monitoring and management during the production process
US Federal	BEAM.TV SN:78-585385 RN:3,063,509	Registered 8 & 15 March 30, 2012 Int'l Class: 39 First Use: 2001 In Commerce: April 15, 2003 Filed: March 11, 2005 Published: December 6, 2005 Registered: February 28, 2006	(Int'l Class: 39) Storage services for archiving databases, images and other electronic data
US Federal	BEAM.TV	Registered 8 & 15	(Int'l Class: 41) Online library services, namely providing electronic

Record	Trademark	Status	Goods/Services
	SN:78-585404 RN:3,079,224	March 31, 2012 Int'l Class: 41 First Use: August, 2004 Filed: March 11, 2005 Published: January 17, 2006 Registered: April 11, 2006	library services which feature information on the world's most awarded advertisements since 1962 via an online computer network; providing on-line show reel facilities in the nature of virtual screening rooms for viewing television commercials
US Federal	MILL SN:76-283078 RN:2,958,931	Renewed June 7, 2015 Filed: July 10, 2001 Published: March 15, 2005 Allowed: February 25, 2003 Registered: June 7, 2005	(Int'l Class: 41) Entertainment, namely, preparation of television and film special effects; motion picture film production; television production; television show production
US Federal	MILL and Design  SN:76-283079 RN:3,016,584	Registered 8 & 15 March 5, 2012 Filed: July 10, 2001 Published: August 30, 2005 Allowed: October 21, 2003 Registered: November 22, 2005	(Int'l Class: 41) Entertainment, namely, preparation of television and film special effects; motion picture film production; television production; television show production
US Federal	MILL+ SN:86-359813	Pending - Non-Final Action Mailed December 1, 2014 Int'l Class: 41 First Use: February, 2013 Filed: August 7, 2014	(Int'l Class: 41) Production and post production services in the fields of television, film, video games and digital media; entertainment services, namely, production of computer-generated imagery and computer-generated graphics for use in television programs, films, video games, digital media and on websites; animation and special-effects services for others; film and video production consulting services

Record	Trademark	Status	Goods/Services
US Federal	 SN:86-359814	Pending - Non-Final Action Mailed December 1, 2014 Int'l Class: 41 First Use: February, 2013 Filed: August 7, 2014	(Int'l Class: 41) Production and post production services in the fields of television, film, video games and digital media; entertainment services, namely, production of computer-generated imagery and computer-generated graphics for use in television programs, films, video games, digital media and on websites; animation and special-effects services for others; film and video production consulting services
United Kingdom	Mill+ RN: 3067487 AN: 3067487	United Kingdom Registered Last Status Received: Registered November 14, 2014 Filed: August 7, 2014 Application Published: September 5, 2014 Registered: November 14, 2014 Expiration Date: August 7, 2024	(Translation) (Int'l Class: 41) Production and post production services in the fields of television, film, video games and digital media; Entertainment services, namely, production of computer-generated imagery and computer-generated graphics for use in television programs, films, video games, digital media and on websites; Animation and special-effects services for others; Film and video production consulting services.
United Kingdom	THE MILL RN: 2257620 AN: 2257620	United Kingdom Registered Last Status Received: Registered June 08, 2001 Filed: January 11, 2001 Application Published: February 21, 2001 Registered: June 8, 2001 Expiration Date: January 11, 2021	(Translation) (Int'l Class: 41) Production and special effects for films and television.
United Kingdom	Design Only	United Kingdom Registered Last Status Received: Registered November 14, 2014	(Translation) (Int'l Class: 41) Production and post production services in the fields of television, film, video games and digital media; Entertainment services, namely, production of computer-generated imagery and computer-generated graphics for use in television programs, films, video

Record	Trademark	Status	Goods/Services
	 RN: 3067488 AN: 3067488	Filed: August 7, 2014 Application Published: September 5, 2014 Registered: November 14, 2014 Expiration Date: August 7, 2024	games, digital media and on websites; Animation and special-effects services for others; Film and video production consulting services.
United Kingdom	Design Only  RN: 2257622 AN: 2257622	United Kingdom Registered Last Status Received: Registered June 22, 2001 Filed: January 11, 2001 Application Published: March 7, 2001 Registered: June 22, 2001 Expiration Date: January 11, 2021	(Translation) (Int'l Class: 41) Production and special effects for films and television.
European Community	ADTEXT RN: 006984223 AN: 006984223	Community Registered Last Status Received: Registered February 20, 2009 Filed: June 12, 2008 Registered: February 16, 2009 Expiration Date: June 12, 2018	(Translation) (Int'l Class: 41) Subtitling services.
European Community	MILL RN: 002202323 AN: 002202323	Community Registered Last Status Received: Registered August 8, 2002	(Translation) (Int'l Class: 41) Production and special effects for films and television.

Record	Trademark	Status	Goods/Services
		Filed: May 2, 2001 Registered: July 3, 2002 Expiration Date: May 2, 2021	
European Community	Design Only  RN: 002202398 AN: 002202398	Community Registered Last Status Received: Registered February 7, 2003 Filed: May 2, 2001 Registered: October 28, 2002 Expiration Date: May 2, 2021	(Translation) (Int'l Class: 41) Production of films and television; production of special effects for films and television.