

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EuropaCorp S.A.		12/31/2014	Société Anonyme: FRANCE
EuropaCorp Films USA, Inc.		12/31/2014	CORPORATION: CALIFORNIA
EuropaCorp Home Entertainment S.A.S.		12/31/2014	société par actions simplifiée à associé unique: FRANCE
EuropaCorp Distribution S.A.S.		12/31/2014	société par actions simplifiée à associé unique: FRANCE
EuropaCorp Music Publishing S.A.S.		12/31/2014	société par actions simplifiée à associé unique: FRANCE
Ydéo S.A.S.		12/31/2014	société par actions simplifiée à associé unique: FRANCE
Roissy Films S.A.S.		12/31/2014	société par actions simplifiée à associé unique: FRANCE
Blue Advertainment S.A.S.		12/31/2014	société par actions simplifiée à associé unique: FRANCE
Digital Factory S.A.S.		12/31/2014	société par actions simplifiée à associé unique: FRANCE

RECEIVING PARTY DATA

Name:	Vine Investment Advisors, LP
Street Address:	810 Seventh Avenue
Internal Address:	Suite 802
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3529271	ARTHUR AND THE INVISIBLES
Serial Number:	78915303	ARTHUR AND THE INVISIBLES

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-788-7059
Email: mdupont@loeb.com
Correspondent Name: Monique DuPont
Address Line 1: 10100 Santa Monica Blvd., Suite 2200
Address Line 2: Loeb & Loeb LLP
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	F153492
NAME OF SUBMITTER:	Monique DuPont
SIGNATURE:	/Monique DuPont/
DATE SIGNED:	01/22/2015

Total Attachments: 10
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THE OBLIGATIONS SECURED BY THIS INSTRUMENT AND THE INTEREST RELATING TO SUCH OBLIGATIONS, AS WELL AS THE LIENS SUBORDINATING SUCH OBLIGATIONS, ARE SUBORDINATED TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 31, 2014, AMONG JPMORGAN CHASE BANK, N.A., AS FIRST PRIORITY REPRESENTATIVE, JPMORGAN CHASE BANK, N.A., AS SECOND PRIORITY REPRESENTATIVE, VINE INVESTMENT ADVISORS, LP, AS THIRD PRIORITY REPRESENTATIVE, EUROPACORP S.A., EUROPACORP FILMS USA, INC. AND THE EUROPA PARTIES REFERRED TO THEREIN, AS AMENDED FROM TIME TO TIME.

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

Dated as of December 31, 2014

WHEREAS, EuropaCorp S.A. ("Seller"), EuropaCorp Films USA, Inc., a California corporation ("EC USA"), and the other guarantors referred to in the Secured Participation Agreement (as hereinafter defined) (together with the Seller and EC USA, 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 Amended and Restated Secured Participation Agreement, dated as of December 31, 2014 (as may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Secured Participation Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Secured Participation Agreement), among Seller, EC USA and the other Guarantors referred to therein, the Purchasers referred to therein, and Vine Investment Advisors, LP, as administrative agent for the Purchasers (in such capacity, the "Administrative Agent"), each Purchaser has agreed to purchase its Percentage of the Participation Interests;

WHEREAS, pursuant to the terms of the Secured Participation 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

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Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in 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 Purchasers, 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 Secured Participation 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 Secured Participation Agreement, and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Secured Participation 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 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 Secured Participation Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Secured Participation 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 Secured Participation 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 12.1 of the Secured Participation 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 Secured Participation 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 Secured Participation 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 Secured Participation 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 Secured Participation Agreement, the Secured Participation 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 S.A.

By: 

Name: Christophe Lambert
Title: Chief Executive Officer

EUROPACORP FILMS USA, INC.

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

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

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF

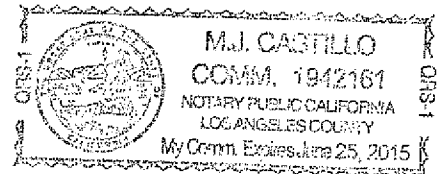
Los Angeles

On January 8, 2015, before me, M. J. Castillo, Notary Public, personally appeared Christophe Lambert 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  [SEAL]



Accepted:

VINE INVESTMENT ADVISORS, LP,
as Administrative Agent

By: 

Name:

James P. Moore

Title:

Managing Partner

Vine Alternative Investments Group, LLC

its General Partner

TRADEMARK

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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.