

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alcon Entertainment, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
ALCON FILM FUND, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
ALCON COPYRIGHT HOLDINGS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
CLAYMORE ENTERTAINMENT COMPANY, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
DAUGHTER PRODUCTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
DUNGAREE PRODUCTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
FRONTIER PRODUCTION SERVICES, LLC,		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
THE ELROD COMPANY, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
TRAVELING PICTURES DISTRIBUTION, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
ALCON DISTRIBUTION, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
MISSED CALL PRODUCTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
MISSED CALL DISTRIBUTION, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
CUPID DISTRIBUTION, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
FOREVER IN BLUE, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
ELI PRODUCTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
LEFT TACKLE PICTURES, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
SWEEPSTAKE PRODUCTIONS, LLC,		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
DUPLICITY PRODUCTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
SPACE MODULATOR		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
TRADEMARK			

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Name	Formerly	Execution Date	Entity Type
PRODUCTIONS, LLC			COMPANY: DELAWARE
BOTTLENOSE PRODUCTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
CAPTIVE PRODUCTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
GOSPEL TRUTH PICTURES, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
FIGHTING PUP PICTURES, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
EVOLUTIONARY PICTURES, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
SIXTEENTH MOON PRODUCTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: LOUISIANA
ACID ZOO PRODUCTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
INTERPOL PICTURES, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
POOL MATE PICTURES, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
POUR ANIMER, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Vine Film Finance Fund II, 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: 3

Property Type	Number	Word Mark
Registration Number:	2378099	ALCON ENTERTAINMENT
Registration Number:	2406953	ALCON ENTERTAINMENT
Registration Number:	2739646	ALCON ENTERTAINMENT

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 310-788-7059

Email: ipteam@nationalcorp.com

TRADEMARK

REEL: 005480 FRAME: 0492

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: F154566

NAME OF SUBMITTER: Paul Sagan

SIGNATURE: /Paul Sagan/

DATE SIGNED: 03/18/2015

Total Attachments: 11

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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 CERTAIN 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, VINE FILM FINANCE FUND II, LP, AS SECOND PRIORITY REPRESENTATIVE, ALCON FILM FUND, LLC, ALCON ENTERTAINMENT, LLC AND THE OTHER CREDIT PARTIES REFERRED TO THEREIN, AS AMENDED FROM TIME TO TIME.

SECOND LIEN AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Alcon Entertainment, LLC ("AE") and Alcon Film Fund, LLC ("AFF"), as borrowers (the "Borrowers"), and the guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors", and together with the Borrowers, each a "Pledgor" and collectively the "Pledgors") 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 Second Lien Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of December 31, 2014 (which constitutes an amendment and restatement of that certain Portfolio Financing Credit, Security, Guaranty and Pledge Agreement dated as of December 10, 2013, among AE, as borrower, AFF and the other guarantors party thereto and Vine Film Finance Fund II, LP ("Vine"), as lender (the "Existing Credit Agreement")), among the Borrowers, Alcon Media Group, LLC, as a pledgor, the other Credit Parties referred to therein, the lenders referred to therein (the "Lenders"), and Vine, as administrative agent (in such capacity, the "Administrative Agent"), and as collateral agent (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), the Lenders have agreed to amend and restate the Existing Credit Agreement;

WHEREAS, in connection with the Existing Credit Agreement, AE, AFF and the other guarantors referred to therein, and Vine, as lender, are parties to that certain Trademark Security Agreement dated as of December 10, 2013, and filed with the United States Patent and Trademark Office on December 19, 2013, at Reel 5777 Frame 0929 (as the same may have been

further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Original Trademark Security Agreement") and are executing this Second Lien Amended and Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original Trademark Security Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' 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 Pledgors, 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 the case may be; and

WHEREAS, the Administrative Agent and the Pledgors 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 are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the payment and performance of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing security interest in all of the Pledgors' 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 Pledgors:

(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 Pledgors 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.

For the avoidance of doubt, the "Administrative Agent" shall also be deemed to include the "Lender" for purposes of continuity of any grant of security previously made under the Existing Credit Agreement, to the extent the grant of security was made by any Pledgor that was previously a "Pledgor" as defined under the Existing Credit Agreement.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, 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 Second Lien Amended and Restated 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 Second Lien Amended and Restated Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any acts 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 the Pledgors (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 Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors 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 the Pledgors' 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 of the Pledgors 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 subject to, and more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Second Lien Amended and Restated Trademark Security Agreement is made for collateral purposes only. Upon the occurrence of Term Loan Recoupment, all Liens granted hereunder in and to any Trademark Collateral other than the Continuing Eligible Picture Collateral shall be automatically terminated and released, and the Administrative Agent shall at the expense of the Pledgors promptly execute and deliver appropriate partial release documentation (in accordance with the parameters appearing in the following sentence) to evidence the foregoing. At such time as all Obligations have been indefeasibly paid in full and performed and subject to the terms and conditions of the Credit Agreement, including, but not limited to, Section 13.25, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary 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.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

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

THIS SECOND LIEN AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Second Lien Amended and Restated 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 Second Lien Amended and Restated 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 Second Lien Amended and Restated Trademark Security Agreement. This Second Lien Amended and Restated Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Second Lien Amended and Restated Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Second Lien Amended and Restated Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of

this Second Lien Amended and Restated 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 Second Lien Amended and Restated 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 Second Lien Amended and Restated 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 Second Lien Amended and Restated 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 the Pledgors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Second Lien Amended and Restated 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 Second Lien Amended and Restated Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Pledgors (including their respective 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.

The parties hereto hereby acknowledge and agree that (a) this Second Lien Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of each of the Original Trademark Security Agreement that is being entered into in connection with an amendment and restatement of the Existing Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Existing Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Second Lien Amended and Restated Trademark Security Agreement, and (c) all security interests previously created and/or perfected by or under the Original Trademark Security Agreement are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Existing Credit Agreement or the Original Trademark Security Agreement.

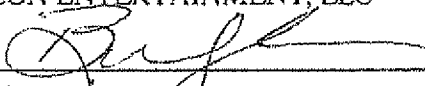
If any conflict or inconsistency exists between this Second Lien Amended and Restated Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

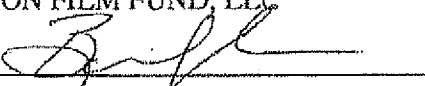
IN WITNESS WHEREOF, the Pledgors have duly executed this Second Lien Amended and Restated Trademark Security Agreement to be duly executed as of March 21, 2015

PLEDGORS:

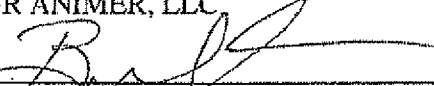
ALCON ENTERTAINMENT, LLC

By: 
Name: Broderick Johnson
Title: Co President

ALCON FILM FUND, LLC

By: 
Name: Broderick Johnson
Title: Co President

ALCON COPYRIGHT HOLDINGS, LLC
CLAYMORE ENTERTAINMENT COMPANY, LLC
DAUGHTER PRODUCTIONS, LLC
DUNGAREE PRODUCTIONS, LLC
FRONTIER PRODUCTION SERVICES, LLC
THE ELROD COMPANY, LLC
TRAVELING PICTURES DISTRIBUTION, LLC
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CAPTIVE PRODUCTIONS, LLC
GOSPEL TRUTH PICTURES, LLC
FIGHTING PUP PICTURES, LLC
EVOLUTIONARY PICTURES, LLC
SIXTEENTH MOON PRODUCTIONS, LLC
ACID ZOO PRODUCTIONS, LLC
INTERPOL PICTURES, LLC
POOL MATE PICTURES, LLC
POUR ANIMER, LLC

By: 
Name: Broderick Johnson
Title: Co President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

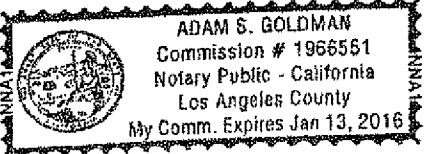
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On March 2nd, 2015 before me, Adam S. Goldman, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Broderick Johnson
Name(s) of Signer(s)

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]
Adam S. Goldman, Notary Public
Commission # 1903551 Expires: 01-13-2016

Place Notary Seal Above

OPTIONAL


Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document 2nd Lien Amended and Restated Trademark
Title or Type of Document: _____ Document Date: Security Agreement
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

ACCEPTED:

VINE FILM FINANCE FUND II, LP,
as Administrative Agent

By: 
Name: James P. Moore
Title: Managing Partner
Vine Alternative Investments II, LP
its General Partner

Schedule A
to Trademark Security Agreement

TRADEMARKS

Mark	Credit Party Registrant	Filing Basis	Serial Number or Registration Number	Filing Date or Registration Date	Goods/Services	Status
Alcon Entertainment (and design)	Alcon Entertainment, LLC	ITU	Reg. No. 2378099	Reg. 8/15/2000	Entertainment services, namely, motion picture film and television production services, in International Class 41	Registered Active
Alcon Entertainment (and design)	Alcon Entertainment, LLC	ITU	Reg. No. 2406953	Reg. 11/21/2000	Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, and motion pictures featuring drama, music and comedy, in International Class 9	Registered Active
Alcon Entertainment (and design - motion logo)	Alcon Entertainment, LLC	USE	Reg. No. 2739646	Reg. No. 7/22/2003	Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music, comedy and other types of entertainment media, in International Class 9. Entertainment services, namely motion picture film and television production services, and sound recording production services, in International Class 41.	Registered Active

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

None.

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