

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mar Vista Entertainment, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
Mar Vista Indie, LLC		11/25/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
MV Rio Negro, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
MVE International Sales, Inc.		11/25/2015	CORPORATION: DELAWARE
Ocean Development, LLC		11/25/2015	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	First Republic Bank		
Street Address:	111 Pine Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4353259	MARVISTA ENTERTAINMENT	
Registration Number:	4353257	MARVISTA ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(310) 586-7784		
Email:	parisma@gtlaw.com		
Correspondent Name:	Margie Paris		
Address Line 1:	1840 Century Park East		
Address Line 2:	Suite 1900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	153202.010500		

CH \$65.00 4353259

NAME OF SUBMITTER:	Margie Paris
SIGNATURE:	/Margie Paris/
DATE SIGNED:	12/04/2015
Total Attachments: 8 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif	

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

November 25, 2015

WHEREAS, MAR VISTA ENTERTAINMENT, LLC (the “Borrower”) and the other Credit Parties referred to in the Credit Agreement (as defined below) (together with the Borrower, each a “Grantor” and collectively the “Grantors”) now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Revolving Credit, Security, Guaranty and Pledge Agreement, dated as of the date hereof (as the same has been or may further be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), among the Grantors and FIRST REPUBLIC BANK, as Lender (the “Lender”), the Lender has agreed to make loans to the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors have granted to the Lender a security interest in and to all personal property of the Grantors including, without limitation, all right, title and interest of the Grantors in, to and under all of the Grantors’ Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations;

WHEREAS, the Lender and the Grantors 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; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Lender, as security for the Obligations, a continuing security interest in all of the Grantors’ right, title and

interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the “Trademark Collateral”), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Within sixty (60) days after any of the Grantors registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A hereto or in any Trademark license (pursuant to which any Grantor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Grantors agree to deliver updated copies of Schedule A and Schedule B to the Lender, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantors, such further instruments or documents (in form and substance reasonably satisfactory to the Lender), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Lender, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Lender, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Lender granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Grantors agree that if any Person shall do or perform any act(s) which the Lender believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Grantors, the Lender or if any Person shall do or perform any acts which the Lender reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantors (or if an Event of Default is at the time continuing, then without notice), the Lender may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Lender 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 Lender may take such steps or institute such suits or proceedings in its own name or in the name of the Grantors or in the names of the parties jointly. The Lender hereby agrees to promptly give the Grantors notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and

each of the Grantors agrees to provide reasonable assistance to the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at the Grantors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. Each of the Grantors and the Lender does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations (including, without limitation, certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Lender shall promptly execute and deliver to the Grantors, at the Grantors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Lender will provide the 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 this Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents to which it is a party, the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.


Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.


[Signature Pages Follow]

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

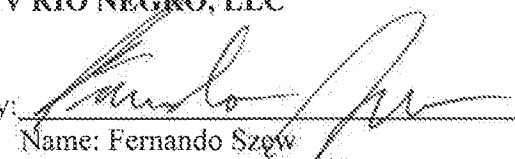
MAR VISTA ENTERTAINMENT, LLC

By: 
Name: Fernando Szew
Title: Chief Executive Officer

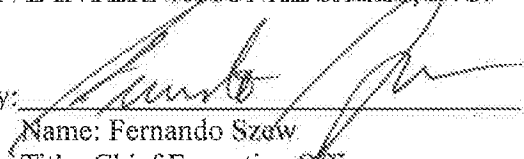
MAR VISTA INDIE, LLC

By: 
Name: Fernando Szew
Title: Manager

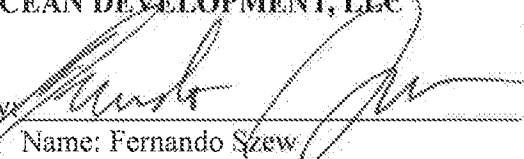
MV RIO NEGRO, LLC

By: 
Name: Fernando Szew
Title: Chief Executive Officer

MVE INTERNATIONAL SALES, INC.

By: 
Name: Fernando Szew
Title: Chief Executive Officer

OCEAN DEVELOPMENT, LLC

By: 
Name: Fernando Szew
Title: Manager

ACKNOWLEDGEMENT

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)

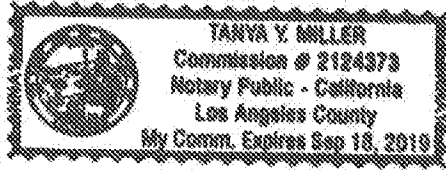
On November 19, 2015 before me, Tanya Miller, Notary Public
(insert name and title of the officer)

personally appeared Fernando Szew, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

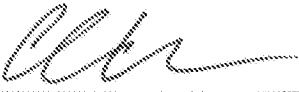
WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Accepted:

FIRST REPUBLIC BANK,
as the Lender

By: 
Name: Charles M. Heaphy
Title: Senior Managing Director


[Signature Page to Trademark Security Agreement (Mar Vista)]

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TRADEMARK
REEL: 005682 FRAME: 0062

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
USA	Mar Vista Entertainment, LLC	85746203	4353259	June 18, 2013	MARVISTA ENTERTAINMENT
USA	Mar Vista Entertainment, LLC	85746164	4353257	June 18, 2013	

TRADEMARK LICENSES

N/A