900348232 12/21/2015

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM366742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ENTERTAINMENT ONE UK HOLDINGS LIMITED		12/11/2015	Private Limited Company: UNITED KINGDOM
EARL STREET CAPITAL INC.		12/11/2015	CORPORATION: DELAWARE
4384768 CANADA INC		12/11/2015	CORPORATION: CANADA
ENTERTAINMENT ONE LTD.		12/11/2015	Private Limited Company: CANADA
7508999 CANADA INC.		12/11/2015	CORPORATION: CANADA
ENTERTAINMENT ONE UK LIMITED		12/11/2015	Private Limited Company: UNITED KINGDOM
ALLIANCE FILMS (UK) LIMITED		12/11/2015	Private Limited Company: UNITED KINGDOM
ENTERTAINMENT ONE FILM USA LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
ENTERTAINMENT ONE US LP		12/11/2015	LIMITED PARTNERSHIP: DELAWARE
ENTERTAINMENT ONE LICENSING US, INC.		12/11/2015	CORPORATION: CALIFORNIA
ENTERTAINMENT ONE GP LLC		12/11/2015	CORPORATION: ONTARIO
GAYLORD PRODUCTION COMPANY		12/11/2015	CORPORATION: DELAWARE
NATIONAL ENTERTAINMENT MEDIA, INC.		12/11/2015	CORPORATION: MINNESOTA
DEATH ROW ACQUISITION LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
ENTERTAINMENT ONE LIMITED PARTNERSHIP		12/11/2015	LIMITED PARTNERSHIP: ONTARIO
ENTERTAINMENT ONE GP LIMITED		12/11/2015	CORPORATION: ONTARIO
ENTERTAINMENT ONE FILMS CANADA INC.		12/11/2015	CORPORATION: CANADA
VIDEOGLOBE 1 INC.		12/11/2015	CORPORATION: QUEBEC
Les Films Christal, S.E.C./Christal Films, L.P.		12/11/2015	LIMITED PARTNERSHIP: QUEBEC
Les Films Christal Inc./Christal Films Inc.		12/11/2015	CORPORATION: CANADA

<del>-TRADEMARK</del>

900348232 REEL: 005694 FRAME: 0494

Name	Formerly	Execution Date	Entity Type
Seville Pictures Inc./Les Films Seville Inc.		12/11/2015	CORPORATION: CANADA
Entertainment One Overseas Holdings Limited		12/11/2015	Private limited company: UNITED KINGDOM
Entertainment One Television International Ltd.		12/11/2015	CORPORATION: ONTARIO
Alliance Films Holdings Inc.		12/11/2015	CORPORATION: CANADA
Alliance Vivafilm Inc.		12/11/2015	CORPORATION: CANADA
8324417 Canada Inc.		12/11/2015	CORPORATION: CANADA
P4 Holdings USA, Inc.		12/11/2015	CORPORATION: DELAWARE
310 Holdings Inc.		12/11/2015	CORPORATION: DELAWARE
Momentum Pictures, LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
Alliance Films (UK) Sinister 2 Limited		12/11/2015	Private limited company: UNITED KINGDOM
Alliance Films (UK) Dark Skies Limited		12/11/2015	Private limited company: UNITED KINGDOM
Alliance Films (UK) Development Limited		12/11/2015	Private limited company: UNITED KINGDOM
9161767 Canada Inc.		12/11/2015	CORPORATION: CANADA
eOne Films Insidious 3 Limited		12/11/2015	Private limited company: UNITED KINGDOM
310 HOLDINGS LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
MOMENTUM PICTURES (CANADA), INC.		12/11/2015	CORPORATION: ONTARIO

### **RECEIVING PARTY DATA**

Name:	Wilmington Trust (London) Limited, as Security Agent
Street Address:	1 King's Arms Yard, Third Floor
City:	London
State/Country:	ENGLAND
Postal Code:	EC2R 7AF
Entity Type:	Private Limited Company: UNITED KINGDOM

### **PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	3550224	TRACTOR TOM
Registration Number:	3594903	TRACTOR TOM
Registration Number:	3663706	PEPPA PIG
Registration Number:	3506452	PEPPA PIG
Registration Number:	1469456	FAERIE TALE THEATRE
	•	TRADEMARK

REEL: 005694 FRAME: 0495

Property Type	Number	Word Mark
Registration Number:	1738085	KOCH
Registration Number:	1740964	KOCH INTERNATIONAL
Registration Number:	1740963	KOCH INTERNATIONAL
Registration Number:	2674274	THE MAJOR ALTERNATIVE
Registration Number:	2713483	THE MAJOR INDEPENDENT
Registration Number:	4104735	FAERIE TALE THEATRE
Registration Number:	2537744	IN THE PAINT
Serial Number:	78650102	COMBAT RECORDS SEEK.STRIKE.DESTROY.
Serial Number:	78608728	COMBAT RECORDS
Serial Number:	78353639	AMERICAN KIDS PRESENTS
Registration Number:	3010826	TRAINER'S EDGE
Registration Number:	3884831	DEATH ROW RECORDS
Registration Number:	3884857	DEATH ROW RECORDS
Serial Number:	77979999	DEATH ROW RECORDS
Serial Number:	77785368	DEATH ROW RECORDS
Serial Number:	77785376	DEATH ROW RECORDS
Serial Number:	77785366	DEATH ROW RECORDS
Serial Number:	77785375	DEATH ROW RECORDS
Serial Number:	77785371	DEATH ROW RECORDS
Serial Number:	77785381	DEATH ROW RECORDS
Serial Number:	77785356	DEATH ROW RECORDS
Serial Number:	77785385	DEATH ROW RECORDS
Serial Number:	77979994	DEATH ROW RECORDS
Serial Number:	77801290	DEATH ROW RECORDS
Serial Number:	77801311	DEATH ROW RECORDS
Serial Number:	77801306	DEATH ROW RECORDS
Serial Number:	77801317	DEATH ROW RECORDS
Serial Number:	77801303	DEATH ROW RECORDS
Serial Number:	77801315	DEATH ROW RECORDS
Serial Number:	77801323	DEATH ROW RECORDS
Serial Number:	77801328	DEATH ROW RECORDS
Registration Number:	4350009	CERTIFIED FUNNY
Registration Number:	4350010	CERTIFIED FUNNY

### **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:** 202-739-5723

Email: chimmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

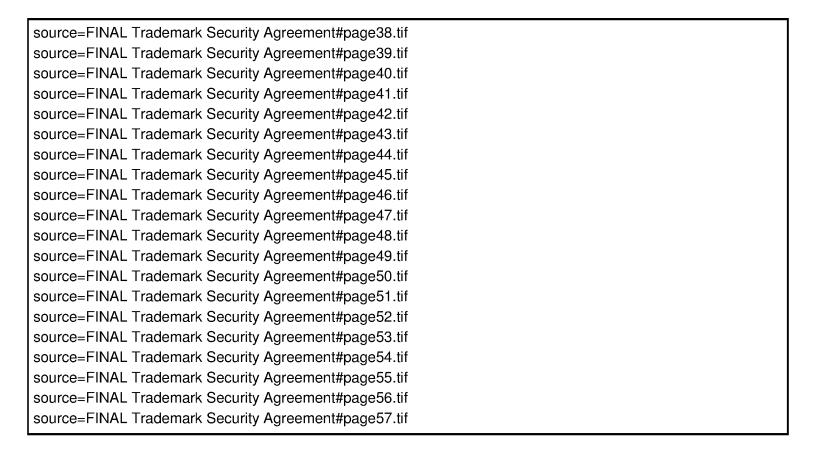
Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397.0397
NAME OF SUBMITTER:	Carolyn Himmelfarb
SIGNATURE:	/Carolyn Himmelfarb/
DATE SIGNED:	12/21/2015

**Total Attachments: 57** 

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### TRADEMARK SECURITY AGREEMENT

### December 11, 2015

This TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement") is made by the undersigned parties (collectively, the "Pledgors", and individually, each a "Pledgor"), in favor of WILMINGTON TRUST (LONDON) LIMITED, as Security Agent (the "Security Agent") under that certain Security Agreement dated as of December 11, 2015 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Security Agreement"), among the Pledgors and the Security Agent. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement or in that certain Credit and Guaranty Agreement dated as of December 11, 2015 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"), among the Pledgors, the lenders referred to therein, JPMorgan Chase Bank, N.A., as Administrative Agent and as Issuing Bank, J.P. Morgan Europe Limited, as Sterling Agent and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent (as applicable).

WHEREAS, pursuant to the Security Agreement, the Pledgors have pledged and granted to the Security Agent (for the benefit of the Secured Parties) a continuing security interest in all Collateral of the Pledgors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Pledgors in, to and under any trademark or trademark license, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Secured Obligations; and

WHEREAS, the Pledgors have duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Secured Parties to make financial accommodations to the Pledgors, the Pledgors agree, for the benefit of the Secured Parties, as follows:

Grant of Security Interest. Each of the undersigned Pledgors does hereby pledge and grant to the Security Agent (for the benefit of the Secured Parties), as security for the Secured Obligations, a continuing security interest in all of such Pledgor's right, title and interest in, to and under the following (all of the following items 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 the possession of such Pledgor:

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;

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each trademark license, including, without limitation, each trademark license referred to in <u>Schedule B</u> 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

all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by such Pledgor 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;

but excluding, notwithstanding anything in the Security Agreement, the Credit Agreement or herein to the contrary: (i) any "intent-to-use" trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office or any intellectual property if the grant of a security interest therein would result in the cancellation or voiding of such intellectual property by the applicable Governmental Authority, (ii) Equity Interests expressly excluded from the definition of Pledged Securities or (iii) any agreement (including agreements relating to intellectual property) to which any Pledgor is a party, only to the extent and for so long as the terms of such agreement or any requirement of Applicable Law (x) validly prohibit the creation by such Pledgor of a security interest in such agreement in favor of the Security Agent (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other Applicable Law (including the Bankruptcy Code) or principles of equity) or (y) would result in a termination pursuant to the terms of any such agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity), in each case unless and until any required consents are obtained, provided however that Trademark Collateral shall include, and the security interest granted in the Trademark Collateral shall attach to, any proceeds, substitutions or replacements of any such excluded items referred to herein unless such proceeds, substitutions or replacements would constitute excluded items under the Credit Agreement or hereunder.

- 2. <u>Purpose</u>. This Trademark Security Agreement has been executed and delivered by each of the undersigned Pledgors for the purpose of registering the grant of security interest herein to the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the ratable benefit of each other Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Security Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- 3. <u>Acknowledgment</u>. Each of the undersigned Pledgors does hereby further acknowledge and affirm that the rights and remedies of the Security 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 Security Agreement and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this

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Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

- 4. <u>Governing Law.</u> THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH 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.
- 5. <u>Counterparts</u>. 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.

[Signature Pages Follow]

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

PLEDGORS:
ENTERTAINMENT ONE UK HOLDINGS LIMITED
By:  Name: Giles Willits  Title: Director
EARL STREET CAPITAL, INC.
Ву:
Name: Giles Willits Title: Director
4384768 CANADA INC.
Ву:
Name: Giles Willits Title: Director
ENTERTAINMENT ONE LTD.
By: Name: Giles Willits Title: Director
7508999 CANADA INC.,
By: Name: Giles Willits Title: Director

[Signature Page to Trademark Security Agreement]

ENTERTAINMENT/ONE UK LIMITED
By: Name: Giles Willits
Title: Director
//
ALLIANCE FILMS (UK) LIMITED
By: Name: Giles Willits
Title: Director <sup>y</sup>
ENTERTAINMENT ONE FILM USA LLC
By: Earl Street Capital, Inc. in its capacity as Managing Partner of Entertainment One Film USA LLC
By:
Name: Giles Willits Title: Director of Earl Street Capital, Inc.
ENTERTAINMENT ONE US LP
By: Entertainment One GP LLC in its capacity as Managing Partner of Entertainment One US LP
ву:
Name: Giles Willits Title: Director of Entertainment One GP LLC
The Brestor of Shakhamberr Old Of Ede
ENTERTAINMENT ONE LICENSING US, INC.
14
By: Name: Giles Willits
Title: Director

[Signature Page to Trademark Security Agreement]

<u> </u>
ENTERTAINMENT/ONE GP LLC
ENTERTAINMENT/ONE OF LIC
By: Name: Giles Willits
Title: Director
GAYLORD PRODUCTION COMPANY
By: Name: Giles Willits
Title: Secretary
$\mathcal{A}$
NATIONAL ENTERTAINMENT MEDIA, INC.
$\backslash /_{\ell}$
Ву:
Name: Giles Willits
Title: Chief Financial Officer
/
DEATH ROW ACQUISITION LLC
V(
By: Name: Giles Willits
Name: Giles Willits Title: Director
2.02.7.2.7.0.0.00
ENTERTAINMENT ONE LIMITED PARTNERSHIP
A
By: Entertainment one GP Ltd. in its capacity as Managing
Partner of Entertainment One Limited Partnership
(?)
By: Norma Cital William

Title: Director of Entertainment One GP Ltd.

[Signature Page to Trademark Security Agreement]

ENTERTAINMENT ONE GP LIMITED
( //
Ву:
Name: Gilds Willits Title: Director
ENTERTAINMENT ONE FILMS CANADA INC.
By:
Name: Giles Willits
Title: Chief Financial Officer
$\mathcal{A}$
VIDÉOGLOBÉ I/INC.
Der Vol
Name: Giles Willits
Title: Chief Financial Officer
LES FILMS CHRISTAL, S.E.C./CHRISTAL FILMS, L.P.
By: Les Films Christal Inc./Christal Films Inc., in its capacity as General Partner of Les Films Christal, s.e.c./Christal Films, L.P.
$\mathcal{G}$
By:
Name: Xavidr Trudel Title: Director of Les Films Christal Inc./Christal Film Inc.
*
LES FILMS CHRISTAL INC./CHRISTAL FILMS INC.
Ву:
Name: Xavier Trudel
Title: Director

[Signature Page to Trademark Security Agreement]

### SEVILLE PICTURES INC./LES FILMS SEVILLE INC.

By:	
Name: Xavier Trudel	
Title: Director	
<i>/</i> /	
ENTERTAINMENT/ONE OVERSEAS	5 HOLDINGS
LIMITED //	
	•
V/	
By:	
Name: Giles Willits	
Title: Director	
Ø	
ENTERTAINMENT ONE	TELEVISION
INTERNATIONAL LTD.	
The	
By: / C	
Title: Chief Fmancial Officer	
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$\mathcal{L}$	
ALLIANCE FILMS HOLDINGS INC.	
ALEMATOR FIRM MORPHODING.	
$\bigvee_{\mathcal{I}}$	*
By: (C	
Name: Giles Willits	
Title: Chief Financial Officer	
8	
<b>/</b>	
ALLIANCE VIVAFILM INC.	
/	
/	
By:	
Name: Xavier Trudel	
Title: Director	

[Signature Page to Trademark Security Agreement]

$\Lambda$
8324417 CANADA ING.
By: Name: Giles Willits
Title: Chief Financial Officer
P4 HOLDINGS USA, INC.
By:
Name: Giles Willits Title: Director
310 HOLDINGS INC.
By:
Name: Giles Willits Title: Director
MOMENTUM PIGYURES, LLC
Ву:
Name: Giles Willits Title: Manager
310 HOLDINGS L/C/
ву:
Name: Giles Willits Title: Manager
MOMENTUM PICTURES (CANADA), INC.
. (//
By: Name: Giles Willits Title: Director

[Signature Page to Trademark Security Agreement]

ALLIANCE FILMS (UK) SINISTER 2 LIMITED
By:
Name: Giles Willits Title: Director
AND THE PROPERTY OF THE PROPER
ALLIANCE FILMS (UK) DARK SKIES LIMITED
Ву:
Name: Giles Willits Title: Director
17
ALLIANCE FILMS/(UK) DEVELOPMENT LIMITED
Ву:/
Name: Giles Willits
Title: Director
9161767 CANADA/INC.
By:
Name: Giles Willits Title: Director
<b>(</b> )
EONE FILMS INSIDIOUS 3 LIMITED
By:
Name: Giles Willits
Title: Director

[Signature Page to Trademark Security Agreement]

### ENTERTAINMENT ONE GP LIMITED By:\_\_\_ Name: Giles Willits Title: Director ENTERTAINMENT ONE FILMS CANADA INC. By:\_ Name: Giles Willits Title: Chief Financial Officer VIDÉOGLOBE 1 INC. By:\_ Name: Giles Willits Title: Chief Financial Officer LES FILMS CHRISTAL, S.E.C./CHRISTAL FILMS, L.P. By: Les Films Christal Inc./Christal Films Inc., in its capacity as General Partner of Les Films Christal, s.e.c./Christal Films, L.P. By: Name: Xavier Trudel Title: Director of Les Films Christal Inc./Christal Film Inc. LES FILMS CHRISTAL INC./CHRISTAL FILMS INC.

[Signature Page to Trademark Security Agreement]

Name: Xavier Trudel Title: Director

SEVILLE PICTURES INC./LES FILMS SEVILLE INC.
By: Name: Xavier Trudel
Title: Director
ENTERTAINMENT ONE OVERSEAS HOLDINGS LIMITED
By:
Name: Giles Willits
Title: Director
ENTERTAINMENT ONE TELEVISION
INTERNATIONAL LTD.
By:
Name: Giles Willits Title: Chief Financial Officer
ALLIANCE FILMS HOLDINGS INC.
By: Name: Giles Willits
Title: Chief Financial Officer
ALLIANCE VIVAFILM INC.
Pro The Property of the Proper
By: Name: Xavier Trudel

[Signature Page to Trademark Security Agreement]

Title: Director

### SECURITY AGENT:

WILMINGTON TRUST (LONDON) LIMITED, as Security Agent

By Name: Title:

Daniel Wynne Director

Signature Page to Trademark Security Agreement

Schedule A to Trademark Security Agreement

### **Trademarks**

### Proprietor: Alliance Films (UK) Limited

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	3760394	3760394	13.04.2004	09.11.2006	Registered	CTM	None
	3760402	3760402	13.04.2004	09.11.2006	Registered	CTM	None
MOMENTUM PICTURES	3750213	3750213	07.04.2004	05.08.2005	Registered	CTM	None
MOMENTUM FILM	304243884	30424388	27.04.2004	11.01.2005	Registered	Germany	None
MOMENTUM FILMS	043288790	043288790	29.04.2004	29.04.2004	Registered	France	None
MOMENTUM FILM	M120049100	1088090	15.09.2004	17.01.2008	Registered	Italy	None
FILMES MOMENTUM	38097MNA	380974MNA	27.04.2004	02.12.2004	Registered	Portugal	None
MOMENTUM FILMS	2593123N7	2593123M7	26.04.2004	25.02.2005	Registered	Spain	None
MOMENTUM FILMS	200403269	375255	06.05.2004	07.10.2005	Registered	Sweden	None
MOMENTUM PICTURES	2232199	2232199	11.05.2000	12.07.2002	Registered	United Kingdom	None
momentum	1,180,573	TMA852531	05.06.2003	05.06.2013	Registered	Canada	None
MOMENTUM PICTURES	1,221,294	TMA852532	22.06.2004	05.06.2013	Registered	Canada	None
	1,221,297	TMA852533	22.06.2004	05.06.2013	Registered	Canada	None

MOMENTUM PICTURES	MOMENTUM PICTURES & DESIGN
1745191	1745399
N/A	N/A
09.09.2015	10.09.2015
N/A	N/A
Pending	Pending
Canada	Canada
None	None

**Proprietor: Maple Pictures Corp.** 

TELEVISION	MAPLE	PICTURES	MAPLE	Trade-Mark
	1255364		1226668	Application#
	TMA751743		TMA695316	Registration#
	19.04.2005		09.08.2004	Filing Date
	30.10.2009		31.08.2007	Registration Date
	Registered		Registered	Status
	Canada		Canada	Territory
	None		None	Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

**Proprietor: Entertainment One Hopscotch Pty Ltd** 

Trade-Mark  Hopscotch logo	Application #  1124746	Registration #  1124746		Registration Date  06 November 2006		, CEO	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Hopscotch logo	1188427	1188427	20 July 2007	16 October 2007	Registered	Australia	
HOPSCOTCH (word mark)	1504704		26 July 2012		Under examination	Australia	
HOPSCOTCH (word mark)	752004	752004	26 July 2006   01 February 2007	01 February 2007	Registered	Registered   New Zealand	

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### 907434506.7

Proprietor: Entertainment One Home Entertainment Australia Pty Ltd

mark)	BRUISED (word	mark)	SOUL FOOD (word	Trade-Mark
	1404399		1304628	Application#
	1404399		1304628	Registration#
2011	18 January	2009	17 June	Filing Date
2011	18 January		17 June 2009   Registered	Registration Date
	18 January   Registered   Australia		Registered	Status
	Australia		Australia	Territory
				Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

### **Proprietor: Entertainment One Limited Partnership**

VIDEO ONE	EXCHANGE	URBAN SOUND	Trade-Mark
1,098,250		849,960	Application #
TMA575,958   Apr. 3, 2001   Feb. 19, 2003		TMA505,889	Registration #
Apr. 3, 2001		Jul. 7, 1997	Filing Date
Feb. 19, 2003		Dec. 22, 1998	Registration Date
Registered		Registered	Status
Canada		Canada	Territory
			Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

**TRADEMARK** 

# Proprietor: Entertainment One Limited Partnership (previously known as Row Limited Partnership)

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	,228	Registration #
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7	24,	Date
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	1arch	Registration Date
	18,	gistrai Date
	March 18, 1988	ion
	Registered	Statu
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	Canada	Territory
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		Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark
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		icen
		other nents

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**TRADEMARK** 

KOCH-RECORDS

Trade-Mark

## Proprietor: Entertainment One Benelux B.V. (formerly known as R.C.V. Entertainment B.V.)

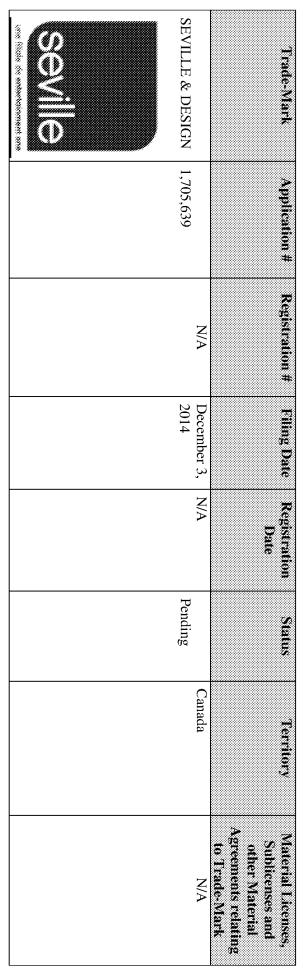
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other
				Date			Material Agreements
							relating to Trade-Mark
HEAVY	N/A	0974096	N/A	20/09/2000	Expires on	Benelux	
HORROR					20/09/2020		
RCV	N/A	0955665	N/A	28/01/2000	Expires on	Benelux	
					28/1/2020		
ALLE 4 GOED	N/A	1074622	N/A	01/04/2005	Expires on	Benelux	
					01/04/2015		
ALLE 10	N/A	1074620	N/A	01/04/2005	Expires on	Benelux	
GOED					01/04/2015		
ALLE 15	N/A	1074621	N/A	01/04/2005	Expires on	Benelux	
GOED					01/04/2015		
ALLE 20	N/A	1074623	N/A	01/04/2005	Expires on	Benelux	
GOED					01/04/2015		

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Schedule A to Trademark Security Agreement

	SEVILLE & DESIGN 1,705,636 N/A December 3, N/A Pending Canada	SEVILLE 1,705,631 N/A December 3, N/A Pending Canada	eOne & Design 1495094 TMA849,633 September 8, April 26, 2013 Registered Canada	<b>EONE</b> 1495093 TMA849,623 September 8, April 26, 2013 Registered Canada	ENTERTAINMENT1495092TMA835,670September 8,November 2,RegisteredCanadaONE20102012	Trade-Mark Application # Registration # Filing Date Registration Status Territory  Date	Proprietor: Entertainment One Ltd.
	Canada	Canada			_		
	N/A	N/A	N/A	N/A	N/A	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark	



### **Proprietor: Seville Pictures Inc.**

& Design	MIGHTY MACHINES	Trade-Mark
	767,529	Application#
	TMA455,969	Registration #
	Oct. 31, 1994	Filing Date
	Oct. 31, 1994   March 22, 1996	Registration Date
(Renewed	Registered	Status
	Canada	Territory
1, 2001 – trademark assigned from	Assignment dated Feb	Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

MIGHTY MACHINES & Design		Trade-Mark
767,452		Application#
TMA577,091		Registration#
Nov. 1, 1994		Filing Date
March 7, 2003		Registration Date
Registered	March 22, 2011)	Status
Canada		Territory
Assignment dated Feb 1, 2001 – trademark assigned from Malofilm Production Inc. to Seville Pictures	Malofilm Production Inc. to Seville Pictures (Registered: June 4, 2002) License Agreement between Seville Pictures and Mighty Machines Series III dated Dec 13, 2007.	Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

Proprietor: Entertainment One UK Limited (previously known as E1 Entertainment UK Limited)

Word RUBBER DUCK	Word TRACTOR TOM		Trade-Mark
	1202067	1202066	Application #
2390692	TMA765098	TMA765095	Registration #
28/10/2005	December 22, 2003	December 22, 2003	Filing Date
28/10/2005	April 27, 2010	April 27, 2010	Registration Date
Registered	Registered	Registered	Status
United Kingdom	Canada	Canada	Territory
			Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

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Design	Word and Device	Device	Word TRACTOR TOM	Logo	Logo	Logo	Trade-Mark
						- a	Application #
3007571	2312095	2310060	2294369	2444389	2398140	2398141	Registration #
08/10/2002	30/09/2002	06/09/2002	02/03/2002	23/01/2007	29/07/2005	29/07/2005	Filing Date
08/10/2002	15/10/2004	30/05/2003	02/04/2004	13/07/2007	11/08/2006	27/01/2006	Registration Date
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
United	United Kingdom	United Kingdom	United Kingdom	United Kingdom	United Kingdom	United Kingdom	Territory
							Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

Schedule A to Trademark Security Agreement

Security 2	Schedule A to
Agreement	Trademark

	Design	Design		Trade-Mark
				Application #
000000658-0002	000000658-0001	3007146		Registration #
28/04/2003	28/04/2003	18/09/2002		Filing Date
28/04/2003	28/04/2003	18/09/2002		Registration Date
Registered	Registered	Registered		Status
Community Trade Mark	Community Trademark	UK	Kingdom	Territory
				Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

Schedule A to Trademark
Security Agreement

Logo	Word HONG KONG LEGENDS		TRACTOR TOM	TRACTOR TOM	Figurative	Trade-Mark
		78334940	78334941			Application #
2292053	2292050	3594903	3550224	003635794	003664232	Registration #
Priority Date: 10/12/2001	Priority Date: 10/12/2001	02/12/2003	02/12/2003	13/02/2004	13/02/2004	Filing Date
02/08/2002	06/02/2004	24/03/2009	23/12/2008	12/05/2005	04/04/2007	Registration Date
Registered	Registered	Registered	Registered	Registratio n published	Registratio n published	Status
United Kingdom	United Kingdom	United States of America	United States of America	Community Trade Mark	Community Trade Mark	Territory
						Material Licenses. Sublicenses and other Material Agreements relating to Trade- Mark

Schedule A to Trademark Security Agreement

***************************************			Word HUMF	Word LOZZIE	Word LOZZIE LOLLIPOP		Trade-Mark
							Application #
000066956-0003	000066956-0002	000066956-0001	2382589	2405053	2405052A	2240744	Registration #
14/08/2003	14/08/2003	14/08/2003	21/01/2005	27/10/2005	27/10/2005	27/07/2000	Filing Date
14/08/2003	14/08/2003	14/08/2003	15/07/2005	14/04/2006	14/09/2007	26/01/2001	Registration Date
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
EU	EU	EU	United Kingdom	United Kingdom	United Kingdom	United Kingdom	Territory
							Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

1003	Тга
	Trade-Mark
	Appl
	Application #
00006695	Registration #
000066956-0004   14/08/2003	tion#
14/08/2003	Filing Date
14/08/2003	<b>7</b>
	-
Registered EU	Status
EU	Territory
	Material Licenses, Sublicenses and othe Material Agreement relating to Trade- Mark
	Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

## Proprietor: Entertainment One UK Limited and Astley Baker Davies Limited

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
PEPPA PIG		2340356	12/08/2003	17/09/2004	Registered	United Kingdom	Character Options –
							Master Toy Licence.
		2340700	13/08/2003	17/09/2004	Registered	United Kingdom	
PEPPA PIG	78647153	3663706	09/06/2005	04/08/2009	Registered	United States of	
			001001000	2000		America	
	78647159	3506452	09/06/2005	23/09/2008	Registered	United States of America	
Word GEORGE PIG		2548684	21/05/2010	03/09/2010	Registered	United Kingdom	

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Word 010186302  BEN AND	Word 2518341 BEN AND HOLLY	1479431	Word 2449281 LITTLE KINGDOM	Word BEN AND HOLLY'S LITTLE KINGDOM 2455413	1513011 N/A	Word         1513010         N/A           PEPPA         PIG         PIG         PIG	2548685	Trade-Mark Application # Registration #
02 09/08/2011	1 11/06/2009	1 11/10/1991	1 13/03/2007	3 14/05/2007	07/09/2012	06/09/2012	5 21/05/2010	on# Filing Date
02/12/2011	09/10/2009	24/02/1995	08/05/2009	19/10/2007	N/A	N/A	10/09/2010	Registration Date
Registered	Registered	Registered	Registered	Registered	Application filed, pending registration.	Application filed, pending registration.	Registered	Status
EU	United Kingdom	United Kingdom	United Kingdom	United Kingdom	Australia	Australia	United Kingdom	Territory
								Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark

	Trade-Mark Application#
010186336	# Registration #
09/08/2011	# Filing Date
27/04/2012	Registration Date
Registered	Status
EU	Territory
	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark

**Proprietor: Gaylord Production Company** 

THEATRE	FAERI	To
TRE	FAERIE TALE	Trade-Mark
	73/	Appl
	73/643211	Application #
	1469456	Registration #
	Feb. 3, 1987   Dec. 15, 1987	Filing Date
	7 Dec.	
	15, 1987	Registration Date
	Not in use	Status
	se	2.
America	United States of	Territory
	's of	*
		Materi Sublicen Material relatin
		Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

Proprietor: Entertainment One U.S. LP (formerly KOCH Entertainment U.S. LP)

A TOPTICEOT LINE CHICAGO LA		(1911HVII) 180 CII MIKVI MIHHIVII CIO MI	TOUR CHILDREN	(10.00			
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-
КОСН	74/181709	1,738,085	Jul. 2, 1991	Dec. 8, 1992	Registered	United States of America	Mark
KOCH INTERNATIONAL DESIGN	74/181710	1,740,964	Jul. 2, 1991	Dec. 22, 1992	Registered	United States of America	
KOCH INTERNATIONAL	74/181708	1,740,963	Jul. 2, 1991	Jul. 2, 1991 Dec. 22, 1992	Registered	United States of America	
THE MAJOR ALTERNATIVE	76/305336	2,674,274	Aug. 28, 2001	Jan. 14, 2003	Registered	United States of America	
THE MAJOR	78/019501	2,713,483	Aug. 3,	May 6, 2003	Registered	United States of	
INDEPENDENT			2000			America	

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THEATRE	FAERIE TALE	Trade-Mark
	85/326024	Application #
	4,104,735	Registration #
2011	May 20,	Filing Date
	Feb. 28, 2012	Registration Date
	Registered	Status
America	United States of	Territory
		Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

Proprietor: Entertainment One U.S. LP		rmerly Koch Ent	ertainment Dist	(formerly Koch Entertainment Distribution LLC Which Merged into Koch Entertainment LP)	ch Merged int	o Koch Enterta	inment LP)
Trade-Mark	Application #	Registration#	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-
IN THE PAINT	75/936843	2537744	Mar. 4, 2000	Feb. 12, 2002	Not in use	United States of America	
COMBAT RECORDS SEEK.STRIKE.DESTR OY.DESIGN	78/650102		Jun. 14, 2005		Not in use	United States of America	
COMBAT RECORDS	78/608728		Apr. 14, 2005		Not in use	United States of America	
AMERICAN KIDS PRESENTS	78/353639		Jan. 19, 2004		Not in use	United States of America	

Proprietor: Koch Entertainment Distribution LLC (Merged Into Koch Entertainment LP)<sup>1</sup>

_		
	TRAINER'S EDGE	Trade-Mark
	78/393270	Application #
	3010826	Registration #
2004	Mar. 30,	Filing Date
	Nov. 1, 2005	Registration Date
	Not in use	Status
of America	United States	Territory
		Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

**Proprietor: Death Row Acquisition LLC** 

DEATH ROW RECORDS	77/785,361	3,884,831	Date  July 20, 2009  Aug 10, 2009	<b>Date</b> 7 Dec, 2010 7 Dec, 2010	Registered Registered	United States of America United States of America
	7/801,298	3,884,857	Aug 10, 2009	7 Dec, 2010	Registered	United States of America
DEATH ROW 7	77/979,999		July 20, 2009		Registration pending	United States of America
DEATH ROW 7	77/785,368		July 20, 2009		Registration pending	United States of America
DEATH ROW 7	77/785,376		July 20, 2009		Registration pending	United States of America
DEATH ROW 7	77/785,366		July 20, 2009		Registration pending	United States of America
DEATH ROW 7	77/785,375		July 20, 2009		Registration pending	United States of America
DEATH ROW 7	77/785,371		July 20, 2009		Registration pending	United States of America

TRADEMARK REEL: 005694 FRAME: 0528

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Security Agreement

Trade-Mark  DEATH ROW  RECORDS  DEATH ROW  RECORDS	Application # 77/785,381 77/785,356	Registration #	Filing Date Date July 20, 2009 July 20, 2009 July 20, 2009 July 20,	Registration Date	Status  Registration pending Registration pending Registration	Territory United States of America United States of America United States
DEATH ROW RECORDS	77/785,385		July 20, 2009 August 10,		Registration pending Registration	
	77/979,994		August 10, 2009		Registration pending	
	77/801,290		August 10, 2009		Registration pending	
	77/801,311		August 10, 2009		Registration pending	
	77/801,306		August 10, 2009		Registration pending	

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DEATH ROW						Trade-Mark
134429	77801,328	77/801,323	77/801,315	77/801,303	77/801,317	Application #
134427						Registration #
Feb 9, 2010	August 10, 2009	August 10, 2009	August 10, 2009	August 10, 2009	August 10, 2009	Filing Date
Sept 20, 2010						Registration Date
Registered	Registration pending	Registration pending	Registration pending	Registration pending	Registration pending	Status
Australia	United States of America	United States of America	United States of America	United States of America	United States of America	Territory
						Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

Schedule A to Trademark Security Agreement

DEATH ROW RECORDS		DEATH ROW RECORDS	DEATH ROW RECORDS			DEATH ROW RECORDS		Trade-Mark
1469048	1065949	1065950	2010-9814	2010-9571	8870371	8870297	134429	Application #
	1197373	1197372	5385239	5354546	8870371	8870297	134427	Registration #
Feb 10, 2010	Feb 9, 2010	Feb 9, 2010	11 Feb, 2010	Feb 10, 2010	Feb 9, 2010	Feb 9, 2010	Feb 9, 2010	Filing Date
	Jan 16, 2011	Jan 16, 2011	Jan 21, 2011	Sept 17, 2010	Aug 2, 2010	Aug 10, 2010	Aug 6, 2010	Registration Date
Registration pending	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
Canada	Mexico	Mexico	Japan	Japan	Community Trademark	Community Trademark	Australia	Territory
								Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

	DEATH ROW RECORDS		Trade-Mark
8068287	8271809	1469042	Application#
			Registration#
May 6, 2010	May 6, 2010	Feb 10, 2010	Filing Date
			Registration Date
Registration pending	Registration pending	Registration pending	Status
China	China	Canada	Territory
			Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

Proprietor: Entertainment One Limited Partnership Trade-Mark Application # Registration	Application #	nt One Limited Partnership  Application #   Registration #	Filing Date	Registration	Status	Territory	Material Licenses,
				Date			Sublicenses and other Material Agreements relating to Trade-Mark
DVE-UNE EXPÉRIENCE À DÉCOUVRIR! DESIGN	1,124,385	TMA588,516	Dec. 6, 2001	Aug. 29, 2003	Registere d	Canada	

Schedule A to Trademark Security Agreement

Canada Canada		Jun 18, 1998 July 8, 2011	May 13, 1997 May 28, 2008	TMA496,357 TMA801741	844,871	NOUVEAUTÉS EXTRA DESIGN  STORY OF THE PROPERTY
Canada Canada	Registered Registered	Apr. 13, 2004 Jun. 10, 2003	Dec. 6, 2001	TMA607,470	1,124,383	PREVIEW PRIMEURS PREVIEW
Canada	Registered	Jul. 23,2003	Dec. 6, 2001	TMA585,888	1,124,387	VIDEO ONE
Canada	Registered	Aug. 28, 2003	Dec. 6, 2001	TMA588,479	1,124,384	DVD-EXPERIENCE IT: DESIGN
Territory	Status	Registration Date	Filing Date	Registration #	Application #	Trade-Mark

LE PLANIFICATEUR	THE PLANNER	THE PLANNER	LE PLANIFICATEUR & Design	XDAB SP/CER	BACKSPACER LOGO WITH CARTOUCHE AND THREE-POINTED SHAPE		Trade-Mark
1603494	1,603,497	1603478	1,603,500		1,641,170		Application #
TMA903,492	TMA914385	TMA900,541	TMA914384		N/A		Registration #
November 22, 2012	November 22, 2012	November 22, 2012	November 22, 2012		August 27, 2013		Filing Date
May 1, 2015	September 17, 2015	April 8, 2015	September 17, 2015		N/A		Registration Date
Registered	Pending	Registered	Registered		Pending		Status
Canada	Canada	Canada	Canada		Canada		Territory
						other Material Agreements relating to Trade- Mark	Material Licenses, Sublicenses and

## Seville Pictures Inc. (previously known as Seville Entertainment Inc.)

ENTERTAINMEN	INDUSTRY	Trade-Mark
NMENT		
	0885362	Application #
	TMA538029	Application # Registration # Filing Date
	1998-07-23	Filing Date
	2000-11-30	Registration Date
	Registered Canada	Status
	Canada	Territory
		Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

## Entertainment One Films Canada Inc. (previously known as Maximum Film Distribution Inc.)

Certified Funny	Certified Funny	MAXIMUM FILMS	MAXIMUM FILMS DESIGN	Trade-Mark
		1364837	1364970	Application #
4,350,010	4,350,009	TMA724494	TMA724496	Application # Registration # Filing Date
October 17, 2012	October 17, 2012	2007-09-24	2007-09-25	
June 11, 2013	June 11, 2013	2008-09-25	2008-09-25	Registration Date
Registered USA	Registered USA	Registered	Registered	Status
USA	USA	Canada	Canada	Territory
				Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

TRADEMARK REEL: 005694 FRAME: 0535

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Proprietor: Entertainment One UK Limited, Astley Baker Davies Limited

Trade-Mark	Peppa	Trade-Mark
Application #	906874955, 906874998, 906875013, 906875064, 906875102, 906875145, 906875170, 906875234, 906875234, 906875323, 906875323, 906875382, 906875382, 906875420, 906875480, 906875501.	Application #
Registration #	TBC	Registration #
Filing Date	11 October 2013	Filing Date
Registration Date	TBC	Registration Date
Status	Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	Status
Territory	Brazil	Territory
Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.	Material Licenses, Sublicenses and other Material Agreements relating to Trade- Mark

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Peppa Pig (word mark)	Peppa (word mark)	Peppa (word mark)	Peppa (word mark)
906874963, 906875005, 906875021, 906875048, 906875072, 906875099, 906875129,	011577335	012216792	1078385, 1078382
TBC	TBC	TBC	TBC
11 October 2013	11 October 2013	11 October 2013	11 October 2013
TBC	TBC	TBC	TBC
Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35,	Application filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	Application filed for class numbers: 05, 08, 12, 14, 20, 27, 35, 38.	Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.
Brazil	WIPO	European Union	Chile
In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.

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Peppa Pig (word mark)	Peppa Pig (word mark)	
012216834	012216834	906875153, 906875188, 906875218, 906875277, 906875315, 906875366, 906875366, 906875404, 906875403, 906875463, 906875498, 906875510,
TBC	TBC	
11 October 2013	11 October 2013	
TBC	TBC	
Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	Applications filed for class numbers: 05, 08, 12, 14, 20, 27, 35, 38.	38, 41.
WIPO	European Union	
In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.	property within the territory.

eOne	Entertainment One	Peppa Pig (figurative mark)	Peppa Pig (figurative mark)	Peppa Pig (figurative mark)
982972	982971	012216883	1078386, 1078389, 012216883	906874980, 906875056, 906875137, 906875161, 906875226, 906875250, 906875285, 906875340, 906875374, 906875412, 906875417, 906875528
982972	982971	TBC	TBC	TBC
16 August 2013	16 August 2013	11 October 2013	11 October 2013	11 October 2013
04 March 2014	04 March 2014	TBC	TBC	TBC
Registered	Registered	Applications filed for class numbers: 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32, 41.	Applications filed for class numbers: 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32, 41.	Applications filed for class numbers: 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32, 41.
New Zealand	New Zealand	WIPO	European Union	Brazil
		In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.

material

N/A

N/A

material

mark, Korea

Peppa Pig word

mark, Korea Peppa word

"Peppa" word

N/A

N/A

N/A

mark in Class 18 "Peppa" word mark in Class 16 "Peppa" word

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mark in Class 09

"Peppa" word

mark in Class 03 "Peppa" word

## Security Agreement

material

**TRADEMARK** REEL: 005694 FRAME: 0540

mark, Korea Peppa device

Schedule A to Trademark

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"Have Fun With Peppa" device mark in Class 09	"Have Fun With Peppa" device mark in Class 03	"Peppa" word mark in Class 32	"Peppa" word mark in Class 28	"Peppa" word mark in Class 25	Trade-Mark	"Peppa" word mark in Class 24	"Peppa" word mark in Class 21	mark in Class 20
40-2013-0031154	40-2013-0031153	40-2013-0031152	40-2013-0031149	40-2013-0031148	Application #	40-2013-0031147	40-2013-0031146	
40-1043594	40-1029735	40-1043593	40-1043592	40-1029734	Registration #	40-1029733	40-1029732	
13 May 2013	13 May 2013	13 May 2013	13 May 2013	13 May 2013	Filing Date	13 May 2013	13 May 2013	
19 June 2014	28 March 2014	19 June 2014	19 June 2014	28 March 2014	Registration Date	28 March 2014	28 March 2014	
Registered	Registered	Registered	Registered	Registered	Status	Registered	Registered	
South Korea	South Korea	South Korea	South Korea	South Korea	Territory	South Korea	South Korea	
N/A	N/A	N/A	N/A	N/A	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark	N/A	N/A	

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"Have Fun With Peppa" device mark in Class 18	mark III Class 10	"Have Fun With Peppa" device	Trade-Mark
40-2013-0031156		40-2013-0031155	Application #
40-1029736		40-1043595	Registration#
13 May 2013		13 May 2013	Filing Date
28 March 2014		19 June 2014	Registration Date
Registered		Registered	Status
South Korea		South Korea	Territory
N/A		N/A	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark

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n P	n r	ا و ر
Peppa" device mark in Class 21	mark in Class 20	Trade-Mark  "Have Fun With
40-2013-0031138		Application # 40-2013-0031157
40-1029738		Registration # 40-1029737
13 May 2013		Filing Date  13 May 2013
20 Maich 2014		Registration Date 28 March 2014
veäisieien		Status Registered
South Molea		Territory South Korea
N/A		Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark

Schedule A to Trademark Security Agreement

"Have Fun With Peppa" device mark in Class 25	"Have Fun With Peppa" device mark in Class 24	Trade-Mark
40-2013-0031160	40-2013-0031159	Application #
40-1029740	40-1029739	Registration#
13 May 2013	13 May 2013	Filing Date
28 March 2014	28 March 2014	Registration Date
Registered	Registered	Status
South Korea	South Korea	Territory
N/A	N/A TRADEM	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark

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"Have Fun With Peppa" device mark in Class 29	"Have Fun With Peppa" device mark in Class 28	Trade-Mark
40-2013-0031162	40-2013-0031161	Application #
40-1043597	40-1043596	Registration#
13 May 2014	13 May 2014	Filing Date
19 June 2014	19 June 2014	Registration Date
Registered	Registered	Status
South Korea	South Korea	Territory
N/A	N/A	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark

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Trade-Mark	Application #	Registration#	Filing Date	Registration Date	Status	Territory	Material Licenses. Sublicenses and other Material Agreements relating to Trade-Mark
"Have Fun With Peppa" device mark in Class 32	40-2013-0031164	40-1043598	13 May 2014	19 June 2014	Registered	South Korea	A/N
"Peppa Pig" word mark in Class 03	40-2013-0031126	40-1026429	13 May 2013	07 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 18	40-2013-0031130	40-1026430	13 May 2013	07 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 20	40-2013-0031131	40-1029719	13 May 2013	28 March 2014	Registered	South Korea	V/N

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"Peppa Pig" word mark in	"Peppa Pig" word mark in Class 16	"Peppa Pig" word mark in Class 09	Skelanimals (logo, class 28)	Skelanimals (logo, class 14,16,25,28)	"Peppa Pig" word mark in Class 32	"Peppa Pig" word mark in Class 25	"Peppa Pig" word mark in Class 24	"Peppa Pig" word mark in Class 21	Trade-Mark
2013-0031137	2013-0031129	2013-0031127			40-2013-0031140	40-2013-0031136	40-20130031134	40-2013-0031133	Application#
40-1047787	40-1047786	40-1047784	9838252	1155595	40-1029727	40-1029726	40-1029725	40-1029724	Registration #
13 May 2013	13 May 2013	13 May 2013			13 May 2013	13 May 2013	13 May 2013	13 May 2013	Filing Date
11 July 2014	11 July 2014	11 July 2014	7 April 2014	19 June 2014	3 28 March 2014	3 28 March 2014	3 28 March 2014	3 28 March 2014	Registration Date
Registered	Registered	Registered	Registered	Registered	4 Registered	4 Registered	4 Registered	4 Registered	n Status
South Korea	South Korea	South Korea	China	1 Korea	South Korea	South Korea	South Korea	South Korea	Territory
N/A	N/A	N/A			N/A	N/A	N/A	N/A	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark

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"Peppa Pig" word mark in	"Peppa Pig" word mark in Class 20	Trade-Mark	"Peppa Pig" word mark in Class 16	"Peppa Pig" word mark in Class 12	"Peppa Pig" word mark in Class 08	"Peppa Pig" word mark in Class 05	SO SO Happy	SO SO Happy	"Peppa Pig" word mark in Class 41	"Peppa Pig" word mark in Class 29	Class 28
3310609	3310608	Application #	3310607	3310605	3310603	3310602			2013-0018725	2013-0031138	
2708422	2708421	Registration #	2708420	2708419	2708418	2708417	1174047	1170073	41-0293267	40-1047788	
21 February 2014	21 February 2014	Filing Date	21 February 2014	21 February 2014	21 February 2014	21 February 2014	Mar. 16, 2013	Mar. 16, 2013	13 May 2013	13 May 2013	
28 January 2015	28 January 2015	Registration Date	28 January 2015	28 January 2015	28 January 2015	28 January 2015	Nov. 20, 2014	October 1, 2014	08 July 2014	11 July 2014	
Registered	Registered	Status	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	
Argentina	Argentina	Territory	Argentina	Argentina	Argentina	Argentina	Rep. of Korea	Rep. of Korea	South Korea	South Korea	
N/A	N/A	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark	N/A	N/A	N/A	N/A	NA	NA	N/A	N/A	

	N/A	Argentina	Registered	28 January	21 February	2708426	3310615	Peppa Pig"
								Class 28
TI				2015	2014			ord mark in
R۸	N/A	Argentina	Registered	28 January	21 February	2708425	3310614	Peppa Pig"
νD								Class 27
Εľ				2015	2014			ord mark in
VΙΑ	N/A	Argentina	Registered	28 January	21 February	2708424	3310613	Peppa Pig"
ιR								Class 24
K				2015	2014			ord mark in
	N/A	Argentina	Registered	28 January	21 February	2708423	3310612	Peppa Pig"
								Class 21

N/A	Argentina	Registered	28 January 2015	21 February 2014	2708141	3310591	"Peppa" word mark in Class 24
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708140	3310590	"Peppa" word mark in Class 21
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708139	3310589	"Peppa" word mark in Class 20
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708138	3310587	"Peppa" word mark in Class 16
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708137	3310584	"Peppa" word mark in Class 12
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708136	3310581	"Peppa" word mark in Class 8
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708135	3310580	"Peppa" word mark in Class 5
N/A	Argentina	Registered	28 January 2015	24 February 2014	2708268	3310681	"Peppa Pig" word mark in Class 38
Material Agreements relating to Trade-Mark							
Material Licenses, Sublicenses and other	Territory	Status	Registration Date	Filing Date	Registration #	Application #	Trade-Mark
N/A	Argentina	Kegistered	28 January 2015	21 February 2014	2/0842/	3310616	"Peppa Pig" word mark in Class 30
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708426	3310615	"Peppa Pig" word mark in Class 29
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708425	3310614	"Peppa Pig" word mark in Class 28
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708424	3310613	"Peppa Pig" word mark in Class 27
N/A	Argentina	Registered	28 January 2015	21 February 2014	2708423	3310612	"Peppa Pig" word mark in Class 24
							Class 21

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"Peppa Pig" figurative mark	"Peppa Pig" figurative mark in Class 29	"Peppa Pig" figurative mark in Class 28			Trade-Mark	"Peppa Pig" figurative mark in Class 25	"Peppa Pig" figurative mark in Class 24	"Peppa Pig" figurative mark in Class 21	
3310695	3310694	3310693			Application #	3310692	3310691	3310690	
2708281	2708280	2708279			Registration #	2708278	2708277	2708276	
24 February 2014	24 February 2014	24 February 2014			Filing Date	24 February 2014	24 February 2014	24 February 2014	
28 January 2015	28 January 2015	28 January 2015		Date	Registration	28 January 2015	28 January 2015	28 January 2015	
Registered	Registered	Registered			Status	Registered	Registered	Registered	
Argentina	Argentina	Argentina			Territory	Argentina	Argentina	Argentina	
N/A	N/A	N/A	relating to Trade-Mark	Material Agreements	Material Licenses,	N/A	N/A	N/A	

NA	Cnina	Kegistered	ub September 2015	30 October 2014	0.10180302	010186302	Holly's Little Kingdom' word mark in classes 03, 09, 16, 18,
	CTM (EU)	Filed		September 8, 2015		014539357	eOne & Design
	CTM (EU)	Filed		September 8, 2015		014539373	Entertainment One & Design
N/A	European Union	Registered	07 March 2015	10 October 2014	013346341	013346341	"Cupcake and Dinosaur" word mark in Classes 09, 28, 41 – Proprietor: Entertainment One UK Limited
N/A	Argentina	Registered	28 January 2015	24 February 2014	2708357	3310697	"Peppa Pig" figurative mark in Class 41
Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark	Territory	Status	Registration Date	Filing Date	Registration #	Application #	Trade-Mark
N/A	Argentina	Registered	28 January 2015	24 February 2014	2708282	3310696	"Peppa Pig" figurative mark in Class 32
							in Class 30

FJ figg in ( 16, 25, and	Pel figg in ( 16, 25, and	"Pc ma 03, 21, 29, 41.	Per fig in ( 16, 25, 32	21, 29, 41.
PJ Masks figurative mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30 and 32.	Peppa Pig figurative mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30 32 and 41.	"Peppa" word mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32 and 41.	Peppa Pig figurative mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32 and 41.	21, 24, 25, 28, 29, 30, 32 and 41.
013957352	012216883_02	m2014 17543	m2014 17542	
013957352	4,783,931	203176	203175	
16 April 2015	20 February 2014	09 December 2014	11 October 2013	
13 August 2015	04 August 2015	25 August 2015	25 August 2015	
Registered	Registered	Registered	Registered	
European Union	USA	Ukraine	Ukraine	
N/A	V/N	V/N	N/A	

Schedule B to Trademark Security Agreement

## TRADEMARK LICENSES

**NONE** 

DB1/85533802.2

**RECORDED: 12/21/2015**