

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391246

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Third Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alliance Entertainment, LLC		07/08/2016	Limited Liability Company: DELAWARE
Directou, LLC		07/08/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance, LLC		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3434119	N CIRCLE ENTERTAINMENT	
<b>Registration Number:</b>	3885036	THEY'LL NEVER KNOW THEY'RE LEARNING	
<b>Registration Number:</b>	3192582	"THE MOVIE COLLECTOR'S WEBSITE"	
<b>Registration Number:</b>	2740596	ADULTMOVIESUNLIMITED.COM	
<b>Registration Number:</b>	3776506	THE MOVIE COLLECTOR'S BLOG	
<b>Registration Number:</b>	2615288	MOVIESUNLIMITED.COM	
<b>Registration Number:</b>	2303874	MOVIES FOR MOVIE LOVERS	
<b>Registration Number:</b>	2292647	HEARTLAND MUSIC	
<b>Registration Number:</b>	2209897	MOVIES FOR MOVIE LOVERS	
<b>Registration Number:</b>	1257954	MOVIES UNLIMITED	
<b>Registration Number:</b>	1257955	MOVIES UNLIMITED	
<b>Registration Number:</b>	1257984	MOVIES UNLIMITED MOVIES UNLIMITED CAST O	
<b>Registration Number:</b>	1248713	MOVIES UNLIMITED CAST OF 1,000'S POPCORN	
<b>Registration Number:</b>	1245647	MOVIES UNLIMITED	
<b>Registration Number:</b>	1245646	MOVIES UNLIMITED	
<b>CORRESPONDENCE DATA</b>			

CH \$390.00 3434119

TRADEMARK

**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:** 2027395866

**Email:** felicia.gordon@morganlewis.com

**Correspondent Name:** Morgan, Lewis & Bockius LLP

**Address Line 1:** 1111 Pennsylvania Avenue, NW

**Address Line 4:** Washington, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	058438.14.0207
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<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon
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<b>SIGNATURE:</b>	/Felicia D. Gordon/
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<b>DATE SIGNED:</b>	07/13/2016
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**Total Attachments: 5**

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### THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), is dated as of July 8, 2016, and entered into by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually, a "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

#### RECITALS

A. Grantors, certain of Grantors' Affiliates identified on the signature pages thereof, the lenders party thereto as "Lenders", Agent, and certain other agents and/or arrangers are parties to that certain Amended and Restated Credit Agreement dated as of September 4, 2013 (as further amended, modified, supplemented, or restated from time to time, the "Credit Agreement"). Capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise specified.

B. To induce Agent to provide the financial accommodations described in the Credit Agreement, Grantors and Agent entered into that certain Trademark Security Agreement (as recorded on September 10, 2010 with the United States Patent and Trademark Office at REEL/FRAME 004276/0663, as amended by that certain First Amendment to Trademark Security Agreement, dated as of November 4, 2013, as recorded on November 11, 2013 with the United States Patent and Trademark Office at REEL/FRAME 5151/0476, as further amended by that certain Second Amendment to Trademark Security Agreement, dated as of December 9, 2014, as recorded on January 2, 2015 with the United States Patent and Trademark Office at REEL/FRAME 5433/0479, and as further amended, modified, supplemented, or restated from time to time, the "Agreement").

C. Grantors have requested that Agent modify and supplement certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Amendment to the Agreement. Schedule I to the Agreement is hereby amended by adding the trademarks set forth on Schedule I hereto ("New Trademarks"), in each case, including the New Trademarks as Trademark Collateral (as defined in the Agreement) thereunder. For the avoidance of doubt, the schedule attached to the Agreement titled "Schedule 5" is deemed to be Schedule I to the Agreement.

2. No Other Changes. Except as modified by this Amendment, all of the terms and conditions of the Agreement and the Credit Agreement shall remain in full force and effect are hereby ratified and reaffirmed by Grantors.


3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

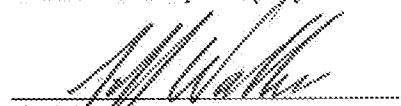
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**ALLIANCE ENTERTAINMENT, LLC,**  
a Delaware limited liability company

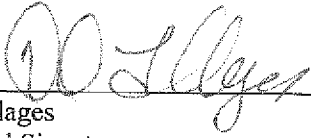
By:   
Name: Jeff Walker  
Title: CEO

**DIRECTTOU, LLC,**  
a Delaware limited liability company

By:   
Name: Jeff Walker  
Title: CEO

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company,  
as Agent

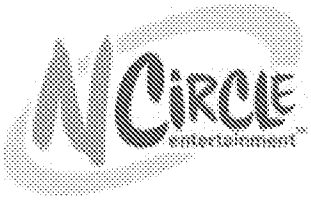
By:   
Name: David Klages  
Title: Authorized Signatory

[Signature page to Third Amendment to Trademark Security Agreement]

**SCHEDULE A**

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application/ Registration No.</b>
Alliance Entertainment, LLC		3434119
Alliance Entertainment, LLC	THEY'LL NEVER KNOW THEY'RE LEARNING	3885036
DirectTou, LLC	"THE MOVIE COLLECTOR'S WEBSITE"	3192582
Directtou, LLC	ADULTMOVIESUNLIMITED.COM	2740596
Directtou, LLC	THE MOVIE COLLECTOR'S BLOG	3776506
Directtou, LLC	MOVIESUNLIMITED.COM	2615288
Directtou, LLC	MOVIES FOR MOVIE LOVERS	2303874
Directtou, LLC	HEARTLAND MUSIC	2292647
Directtou, LLC	MOVIES FOR MOVIE LOVERS	2209897
Directtou, LLC	MOVIES UNLIMITED	1257954
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Directtou, LLC	MOVIES UNLIMITED MOVIES UNLIMITED CAST OF 1,000'S POPCORN	1257984
Directtou, LLC	MOVIES UNLIMITED CAST OF 1,000'S POPCORN	1248713

Directtou, LLC	MOVIES UNLIMITED	1245647
Directtou, LLC	MOVIES UNLIMITED	1245646