

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cineflix Media Inc. (aka Média Cineflix Inc.)		10/24/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent and L/C Issuer		
<b>Street Address:</b>	333 S. Hope Street, Suite 1300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4266923	CINEFLIX	
<b>Registration Number:</b>	4266925	C CINEFLIX	
<b>Registration Number:</b>	4954241	PROPERTY BROTHERS	
<b>Registration Number:</b>	4971996	PROPERTY BROTHERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3102991000		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Dan Plucinski		
<b>Address Line 1:</b>	1999 Avenue of the Stars, Suite 600		
<b>Address Line 2:</b>	Akin Gump Strauss Hauer & Feld LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	F166331		
<b>NAME OF SUBMITTER:</b>	Daniel Plucinski		
<b>SIGNATURE:</b>	/Daniel Plucinski/		
<b>DATE SIGNED:</b>	11/01/2016		
<b>Total Attachments: 8</b>			

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## TRADEMARK SECURITY AGREEMENT

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

October 24, 2016

WHEREAS, CINEFLIX MEDIA INC. (AKA MEDIA CINEFLIX INC.), a corporation incorporated in Canada, as borrower (the "Borrower") referred to in the Credit Agreement (as hereinafter defined) (the "Pledgor") now owns or holds 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 Credit, Security and Guaranty Agreement dated as of October 28, 2016 (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 Borrower, the Guarantors from time to time party thereto, each Lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer, the Lenders and the L/C Issuer have agreed to make Credit Extensions to the Borrower, which Credit Extensions will be of benefit to the Borrower and its Subsidiaries that may become Guarantors of the Obligations; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's 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 the possession of the Pledgor, 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 that 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; and

WHEREAS, the Administrative Agent and the Pledgor by this instrument seeks 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 Pledgor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in all of the Pledgor's 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 the possession of the Pledgor:

(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 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.

The Pledgor agrees that if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an infringement of any Trademark owned or held by the Pledgor, or violates or infringes any rights of the Pledgor or any Secured Party in the Trademark Collateral, or if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use of the Trademark Collateral, then and in any such event, the Administrative Agent (a) may, if the Pledgor fails to take any action necessary to protect the rights of the Pledgor or any Secured Party in the Trademark Collateral within thirty (30) days following its receipt of a written notice from the Administrative Agent, or (b) shall have the right to, upon the occurrence and during the continuance of an Event of Default, and without notice, take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may reasonably 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 in the Trademark Collateral. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgor 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 Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. The Pledgor 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 more fully set forth in

the Credit Agreement, and are subject to the limitations (including 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 the Termination Date shall have occurred, the security interest granted under this Trademark Security Agreement shall terminate. Upon request by the Pledgor (and at the sole expense of the Pledgor) after such termination, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgor, at the Pledgor's 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 that may have been made by the Administrative Agent pursuant to the terms hereof and 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 10.06 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 Loan Documents executed by the Pledgor, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Credit Agreement and under the other Loan Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL 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 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, the Pledgor has duly executed this Trademark Security Agreement as of the date first written above.

PLEDGOR:

CINEFLIX MEDIA INC.  
MÉDIA CINEFLIX INC.


By: Sam Berliner

Name: Sam Berliner

Title: EVP, Business and Legal Affairs

ACCEPTED:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Sharad C Bhatt  
Title: Senior Vice President

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.

PROVINCE OF QUEBEC )

) SS.

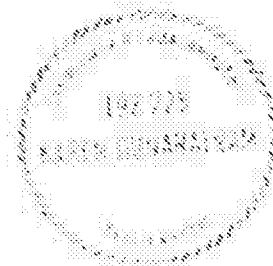
CITY OF MONTREAL )

On October 24, 2016, before me, Karen Gunaratnam, a Commissioner of Oaths in and for the Province of Quebec, personally appeared Sam Berliner, 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 Province of Quebec that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signatures *Karen Gunaratnam* (Seal)





Schedule A  
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Australia	CINEFLIX MEDIA INC.	[N/A]	[N/A]	1413578	March 10, 2011	CINEFLIX
Australia	CINEFLIX MEDIA INC.	[N/A]	[N/A]	1413579	March 10, 2011	CINEFLIX LOGO
New Zealand	CINEFLIX MEDIA INC.	[N/A]	[N/A]	838380	March 10, 2011	CINEFLIX
New Zealand	CINEFLIX MEDIA INC.	[N/A]	[N/A]	838381	March 10, 2011	CINEFLIX LOGO
USA	CINEFLIX MEDIA INC.	[N/A]	[N/A]	4,266,923	January 1, 2013	CINEFLIX
USA	CINEFLIX MEDIA INC.	[N/A]	[N/A]	4,266,925	January 1, 2013	CINEFLIX LOGO
Canada	CINEFLIX MEDIA INC.	[N/A]	[N/A]	TMA760,12 9	February 24, 2010	CINEFLIX
Canada	CINEFLIX MEDIA INC.	[N/A]	[N/A]	TMA760,12 8	February 24, 2010	CINEFLIX LOGO
USA	CINEFLIX MEDIA INC.	[N/A]	[N/A]	4,954,241	May 10, 2016	PROPERTY BROTHERS
USA	CINEFLIX MEDIA INC.	[N/A]	[N/A]	4,971,996	June 7, 2016	PROPERTY BROTHERS DESIGN MARK

TRADEMARK LICENSES

N/A