

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SONAR ENTERTAINMENT, LLC		12/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITE OAK GLOBAL ADVISORS, LLC.		
Street Address:	3 Embarcadero Center		
Internal Address:	Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	93411		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4200018	RHI ENTERTAINMENT	
Registration Number:	4200019	RHI ENTERTAINMENT	
Registration Number:	3600344	SONAR ENTERTAINMENT	
Registration Number:	4870962	SONAR ENTERTAINMENT	
Serial Number:	85584941	SONAR ENTERTAINMENT	
Registration Number:	4870967	SONAR ENTERTAINMENT	
Registration Number:	4870968	SONAR ENTERTAINMENT	
Serial Number:	85593702	SONAR ENTERTAINMENT	
Registration Number:	4870969	SONAR ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	3105860235		
<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:	GREENBERG TRAURIG, LLP, ATTN: MARGIE PA		
Address Line 1:	1840 Century Park East		
Address Line 2:	Suite 1900		

CH \$240.00 4200018

Address Line 4:	Los Angeles, CALIFORNIA 90067
NAME OF SUBMITTER:	Margie Paris
SIGNATURE:	/Margie Paris/
DATE SIGNED:	12/09/2016
Total Attachments: 5 source=White Oak-Sonar - Trademark Security Agreement#page1.tif source=White Oak-Sonar - Trademark Security Agreement#page2.tif source=White Oak-Sonar - Trademark Security Agreement#page3.tif source=White Oak-Sonar - Trademark Security Agreement#page4.tif source=White Oak-Sonar - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of December, 2016, by each entity listed on the signature pages hereof as a Grantor (each, a "Grantor" and collectively the "Grantors"), in favor of White Oak Global Advisors, LLC, as collateral agent and secured party for the Lenders ("Grantee").

BACKGROUND

A. Pursuant to that certain Bridge Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Sonar Entertainment, Inc. ("Sonar"), Sonar Entertainment, LLC (together with Sonar, collectively, the "Borrower"), the Lenders party thereto and Grantee, the Lenders are willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof.

B. Pursuant to that certain Security, Pledge and Guaranty Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantors and the Grantee, the Grantors are required to execute and deliver to Grantee this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and if not defined therein, then they have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Grantee, in order to secure the prompt payment and performance of all of the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, including without limitation those United States federal trademark and service mark applications and registrations set forth on Schedule A attached hereto (collectively "Trademarks");

(b) all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered;

(c) all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, and the goodwill of the businesses now or hereafter conducted by such Grantor and connected with use of and symbolized by any of such trademarks and service marks; and

(d) all products and Proceeds of the foregoing, including, without limitation, all rights to sue for past, present or future infringement or unconsented use thereof.

Notwithstanding the foregoing, the Trademark Collateral does not include any Excluded Property, including without limitation any intent-to-use trademark or service-mark application filed with the USPTO, but only until such time as and until an amendment to allege use or a statement of use has been filed with the USPTO with respect thereto, solely to the extent, if any, and solely during the period, if any, in which, the granting of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application or any registration issuing therefrom under applicable federal law.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts; Signatures. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

5. Governing Law. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER STATE.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

SONAR ENTERTAINMENT, LLC

By: 

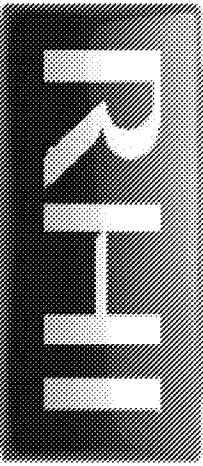
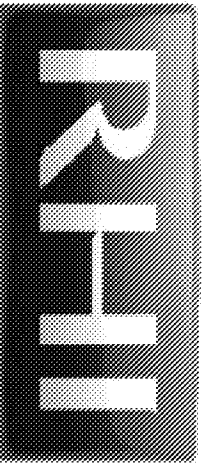
Name: Chan Park

Title: Authorized Signatory

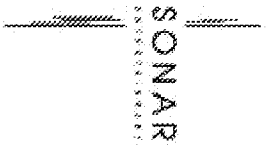
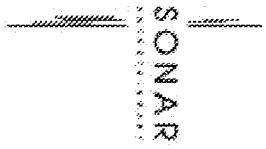
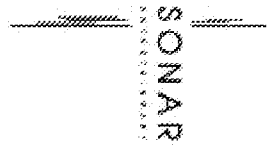
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005945 FRAME: 0527

Schedule A

#	Mark	Grantor	Registration/Serial Number	Registration/Application Date
1.		Sonar Entertainment, LLC	4200018	August 28, 2012
2.		Sonar Entertainment, LLC	4200019	August 28, 2012
3.	Sonar Entertainment	Sonar Entertainment, LLC	3600344	March 31, 2009
4.	Sonar Entertainment	Sonar Entertainment, LLC	4870962	December 15, 2015
5.	Sonar Entertainment	Sonar Entertainment, LLC	85584941	March 30, 2012
6.	Sonar Entertainment	Sonar Entertainment, LLC	4870967	December 15, 2015

[Schedule A to Trademark Security Agreement]

#	Mark	Grantor	Registration/Serial Number	Registration/Application Date
7.		Sonar Entertainment, LLC	4870968	December 15, 2015
8.		Sonar Entertainment, LLC	85593702	April 10, 2012
9.		Sonar Entertainment, LLC	4870969	December 15, 2015

[Schedule A to Trademark Security Agreement]