

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legend Pictures, LLC		08/11/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Beijing Wanda Cultural Industry Group Co. Ltd		
Street Address:	9/F Tower B, Wanda Plz., 93 Jianguo Rd., Chaoyang District		
City:	Beijing		
State/Country:	CHINA		
Entity Type:	Corporation: CHINA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4436755	LEGENDARY	
Serial Number:	85170775	LEGENDARY COMICS	
Serial Number:	85170771	LEGENDARY COMICS	
Serial Number:	85479402	LEGENDARY EAST	
Serial Number:	85374921	LEGENDARY ENTERTAINMENT	
Serial Number:	86258047	LEGENDARY ENTERTAINMENT	
Serial Number:	85171989	LEGENDARY GRAPHIC NOVELS	
Serial Number:	85171990	LEGENDARY GRAPHIC NOVELS	
Serial Number:	78484868	LEGENDARY PICTURES	
Serial Number:	85171993	LEGENDARY PUBLISHING	
Serial Number:	85171986	LEGENDARY PUBLISHING	
Serial Number:	85331782	LEGENDARY	
Serial Number:	78886660	LEGENDARY	
Serial Number:	85337912	LEGENDARY	
Serial Number:	85337925	LEGENDARY	
Serial Number:	87076726	LEGENDARY	
Serial Number:	77547603	LEGENDARY	
Serial Number:	85331756	LEGENDARY	
Serial Number:	85337431	LEGENDARY	
Serial Number:	87076727	LEGENDARY	
TRADEMARK			

OP \$715.00 4436755

Property Type	Number	Word Mark
Serial Number:	85267173	
Serial Number:	86671293	
Serial Number:	86671282	LEGENDARY
Serial Number:	86671297	LEGENDARY
Serial Number:	86666794	LEGENDARY EAST
Serial Number:	86666790	LEGENDARY EAST
Serial Number:	86666798	LEGENDARY EAST
Serial Number:	86671289	VR

CORRESPONDENCE DATA

Fax Number: 3105565361

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: 310-203-7178

Email: kchoi@irell.com

Correspondent Name: Irell & Manella LLP Attn Kirstin Choi

Address Line 1: 1800 Avenue of the Stars #900

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Kirstin Choi
SIGNATURE:	/s/ Kirstin Choi
DATE SIGNED:	01/26/2017

Total Attachments: 9

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

Dated as of August 11, 2016

WHEREAS, Legend Pictures, LLC ("Grantor") 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 containing the word "Legendary" and/or the "knot design," now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed 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;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement dated as of August 11, 2016 (as the same may be further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), among Grantor, as Borrower, the Guarantors referred to therein and Beijing Wanda Cultural Industry Group Co. Ltd (the "Lender"), the Lender has agreed to make loans to Grantor;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to the Lender a security interest in and to all personal property of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all of Grantor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of Grantor, 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; and

WHEREAS, the Lender and Grantor 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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to the Lender, as security for the Obligations, a continuing security interest in and to all of Grantor's right, title

and interest in, to and under the following (all of the following items (i)-(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 Grantor:

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;

(i) 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

(ii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Grantor 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.

Grantor agrees that if any Person shall do or perform any act which the Lender believes constitutes an infringement of any Trademark, or violates or infringes any right therein of Grantor or the Lender, or if any Person shall do or perform any act which the Lender reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days’ prior written notice to Grantor (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 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 Grantor or in the names of the parties jointly. The Lender hereby agrees to give Grantor notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and Grantor agrees to assist the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at Grantor’s sole expense.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. Grantor and the Lender 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 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 Grantor, at Grantor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary or advisable 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.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents executed by Grantor, Grantor 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 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.

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.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

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.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Lender (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and Grantor. Any waiver or

consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by Grantor (including their respective successors and permitted assigns) without the prior written consent of the Lender (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

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

GRANTOR:

LEGEND PICTURES, LLC

By: _____

Name: J. Martin Willhite

Title: Chief Operating Officer, General Counsel and Secretary

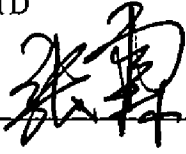
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005974 FRAME: 0450

ACCEPTED:

BEIJING WANDA CULTURAL INDUSTRY
GROUP CO. LTD

By: _____
Name: _____
Title: _____







A handwritten signature in Chinese characters, appearing to be '张霖' (Zhang Lin), written in black ink over a horizontal line.





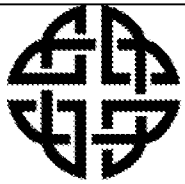

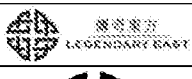


SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005974 FRAME: 0451 *RU*

Schedule A
to Trademark Security Agreement

TRADEMARKS

Trademark	Country	Appl. No.	Appl. Date	Class	Reg. No.	Reg. Date	Assign Filed	Assign Recorded
LEGENDARY	United States.	77/928,583	02/04/2010	16	4,436,755	11/19/2013	Yes	Yes
LEGENDARY COMICS	United States	85/170775	11/05/2010	16				
LEGENDARY COMICS	United States	85/170771	11/05/2010	41				
LEGENDARY EAST	United States	85/479402	11/22/2011	9, 16, 28, 42	4902097	02/16/2016		
LEGENDARY ENTERTAINMENT	United States	85/374921	07/19/2011	9, 16, 28, 41				
LEGENDARY ENTERTAINMENT	United States	86/258047	04/21/2014	25				
LEGENDARY GRAPHIC NOVELS	United States	85/171989	11/08/2010	16				
LEGENDARY GRAPHIC NOVELS	United States	85/171990	11/08/2010	41				
LEGENDARY PICTURES	United States	78/484868	09/16/2004	9, 41	3412677	04/15/2008		
LEGENDARY PUBLISHING	United States	85/171993	11/08/2010	16				
LEGENDARY PUBLISHING	United States	85/171986	11/08/2010	41				
 LEGENDARY	United States	85/331782	05/26/2011	9,				
 LEGENDARY	United States	78/886660	05/18/2006	41	3621043	05/12/2009		
 LEGENDARY	United States	85/337912	06/03/2011	16				
 LEGENDARY	United States	85/337925	06/03/2011	28	4529919	05/13/2014		
 LEGENDARY	United States	87076726	06/20/2016	25				
 LEGENDARY	United States	77/547603	08/14/2008	9, 41	3656926	07/21/2009		

Trademark	Country	Appl. No.	Appl. Date	Class	Reg. No.	Reg. Date	Assign Filed	Assign Recorded
 LEGENDARY	United States	85/331756	05/26/2011	9, 41				
 LEGENDARY	United States	85/337431	06/03/2011	16				
 LEGENDARY	United States	87076727	06/20/2016	25				
	United States	85267173	03/15/2011	9, 41	4246660	11/20/2012		
	United States	86671293	Jun 23 2015	9,41				
LEGENDARY	United States	86671282	Jun 23 2015	9,41				
 LEGENDARY	United States	86671297	Jun 23 2015	9,41				
LEGENDARY EAST	United States	86666794	Jun 18 2015	9,16,28,41				
 LEGENDARY EAST	United States	86666790	Jun 18 2015	9,16,28,41				
 傳奇東方 LEGENDARY EAST	United States	86666798	Jun 18 2015	9,16,28,41				
	United States	86671289	Jun 23 2015	9, 41				

TRADEMARK LICENSES

None.