

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423914

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SONAR ENTERTAINMENT, LLC | | 04/13/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WHITE OAK GLOBAL ADVISORS, LLC | | |
| Street Address: | 3 Embarcadero Center | | |
| Internal Address: | 5th Floor | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94111 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| 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 | |
| Registration Number: | 4870967 | SONAR ENTERTAINMENT | |
| Registration Number: | 4870968 | SONAR ENTERTAINMENT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | Margie Paris c/o Greenberg Traurig, LLP | | |
| Address Line 1: | 1840 Century Park East | | |
| Address Line 2: | Suite 1900 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| NAME OF SUBMITTER: | Margie Paris | | |
| SIGNATURE: | /Margie Paris/ | | |

CH \$165.00 4200018

| | |
|---------------------|------------|
| DATE SIGNED: | 04/17/2017 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of April 13, 2017, 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 Administrative Agent and secured party for the Lenders ("Grantee").

BACKGROUND

A. Pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the borrowers identified therein (collectively, the "Borrowers"), the guarantors identified therein (collectively, the "Guarantors"), the lenders identified therein (collectively, the "Lenders"), and the Grantee, the Lenders are willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof.

B. Pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Grantee this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises 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 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 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 Interest. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Credit 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 Credit 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 Page Follows]

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]

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]