

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM438111

<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>
Content Media Corporation International Limited		07/28/2017	Corporation: UNITED KINGDOM
2161244 Ontario Ltd.		07/28/2017	Company: CANADA
Allumination FilmWorks LLC		07/28/2017	Corporation: DELAWARE
Big Boss, LLC		07/28/2017	Corporation: NEW YORK
Cobalt Media Capital Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm Beep Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm Heartbreakers Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm Jellabies Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm Muggers Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm Music Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm Pictures Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm Productions Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm Rainbow Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm The Sea Change Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm UK Distribution Limited		07/28/2017	Corporation: UNITED KINGDOM
ContentFilm Wheels Limited		07/28/2017	Corporation: UNITED KINGDOM
Content International Film and Television Limited		07/28/2017	Corporation: UNITED KINGDOM
Content Media Corporation		07/28/2017	Corporation: DELAWARE
Content Media Corporation PLC		07/28/2017	Corporation: UNITED KINGDOM
Content Media Corporation Worldwide Limited		07/28/2017	Corporation: UNITED KINGDOM
Corpus LLC		07/28/2017	Limited Liability Company:
<b>TRADEMARK</b>			

CH \$90.00 4116402

Name	Formerly	Execution Date	Entity Type
			NEW YORK
Fireworks Acquisition Limited		07/28/2017	Company: UNITED KINGDOM
Kew Media Group Inc.		07/28/2017	Corporation: CANADA
Never Die Productions LLC		07/28/2017	Limited Liability Company: CALIFORNIA
Newincco 1410 Limited		07/28/2017	Company: UNITED KINGDOM
O.K. Corrales, LLC		07/28/2017	Limited Liability Company: NEW YORK
The Feature Film Company Limited		07/28/2017	Company: UNITED KINGDOM
The Guys Film Company, Inc.		07/28/2017	Corporation: NEW YORK
Tool Time LLC		07/28/2017	Limited Liability Company: NEW YORK
Winchester Films, Inc.		07/28/2017	Corporation: CALIFORNIA
Contentco Acquisition Company LLC		07/28/2017	Corporation: DELAWARE

#### RECEIVING PARTY DATA

<b>Name:</b>	SunTrust Bank, as Administrative Agent
<b>Street Address:</b>	303 Peachtree Street
<b>Internal Address:</b>	15th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30308
<b>Entity Type:</b>	State Charter Bank: GEORGIA

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	4116402	CONTENT FILM TELEVISION DIGITAL
<b>Registration Number:</b>	4116395	CONTENT MEDIA CORPORATION
<b>Registration Number:</b>	4116396	CONTENT FILM TELEVISION DIGITAL

#### CORRESPONDENCE DATA

**Fax Number:** 3102822200

**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:** 310-282-2000 x2108

**Email:** efilings@loeb.com

**Correspondent Name:** David W. Grace

**Address Line 1:** 10100 Santa Monica Boulevard

**Address Line 2:** c/o Loeb & Loeb LLP, Suite 2200

**Address Line 4:** Los Angeles, CALIFORNIA 90067-4120

**TRADEMARK**

<b>NAME OF SUBMITTER:</b>	David W. Grace, Esq.
<b>SIGNATURE:</b>	/David W. Grace/
<b>DATE SIGNED:</b>	08/04/2017
<b>Total Attachments: 13</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif source=Trademark Security Agreement#page10.tif source=Trademark Security Agreement#page11.tif source=Trademark Security Agreement#page12.tif source=Trademark Security Agreement#page13.tif	

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

July 28, 2017

WHEREAS, Content Media Corporation International Limited (the "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors"), and together with the Borrower, each a "Pledgor" and collectively the "Pledgors") now own or hold 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 Revolving Credit Agreement dated as of July 28, 2017 (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 lenders referred to therein (the "Lenders") and SunTrust Bank, as administrative agent (in such capacity, the "Administrative Agent"), the Lenders have agreed to make Loans to or for the benefit of the Borrower and extend certain other financial accommodations to the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' 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 possession of the Pledgors, 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 Pledgors 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 are hereby acknowledged, each 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 such 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 possession of such 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 such 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.

Each Pledgor agrees to cause the Borrower, and Borrower hereby agrees, to ensure that all registrations for material Trademarks which remain in use by the relevant Pledgor are kept in force for the duration of this Agreement, and to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

Each 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 such Pledgor, or violates or infringes any right of any 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 may 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 if either (a) the applicable Pledgor fails to take any action necessary to protect the rights of such Pledgor or any Secured Party in the Trademark Collateral within 30 days following its receipt of a written notice from the Administrative Agent, or (b) there exists an ongoing Event of Default (in which event the Administrative Agent may take such steps and institute such suits or proceedings without notice). The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of any of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors 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 Pledgors' 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. Each of the Pledgors 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 subject to, and 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.

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 Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' 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 or 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 10.1 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 the Credit Agreement and the other Loan Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and 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.**

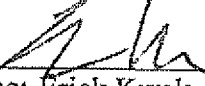
This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

*[Signature Pages Follow]*


IN WITNESS WHEREOF, the Pledgors have duly executed this Trademark Security Agreement to be duly executed as of the date first written above.

PLEDGOR.


CONTENT MEDIA CORPORATION  
INTERNATIONAL LIMITED

By:   
Name: Erick Kwak  
Title: EVP


2161244 ONTARIO LTD.

By:   
Name: Erick Kwak  
Title: Authorized Signatory


ALLUMINATION FILMWORKS LLC

By:   
Name: Erick Kwak  
Title: Authorized Signatory

BIG BOSS, LLC

By:   
Name: Erick Kwak  
Title: Authorized Signatory

COBALT MEDIA CAPITAL LIMITED

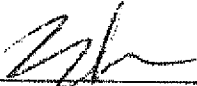
By:   
Name: Erick Kwak  
Title: Authorized Signatory

CONTENTCO ACQUISITION COMPANY LLC

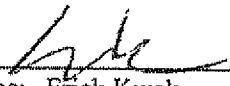
By:   
Name: Erick Kwak  
Title: Authorized Signatory



CONTENTFILM BEEP LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory


CONTENTFILM HEARTBREAKERS LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory


CONTENTFILM JELLABIES LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory


CONTENTFILM MUGGERS LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory

CONTENTFILM MUSIC LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory


CONTENTFILM PICTURES LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory

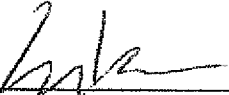
CONTENTFILM PRODUCTIONS LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory

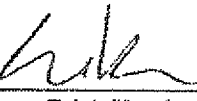
CONTENTFILM RAINBOW LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory

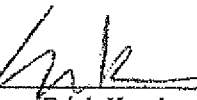
CONTENTFILM THE SEA CHANGE LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory

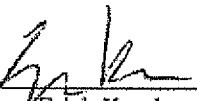
CONTENTFILM UK DISTRIBUTION LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory

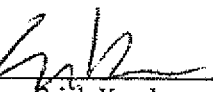
CONTENTFILM WHEELS LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory


CONTENT INTERNATIONAL FILM AND  
TELEVISION LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory


CONTENT MEDIA CORPORATION

By:   
Name: Erick Kwak  
Title: EVP

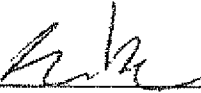
CONTENT MEDIA CORPORATION PLC

By:   
Name: Erick Kwak  
Title: EVP


CONTENT MEDIA CORPORATION  
WORLDWIDE LIMITED

By:   
Name: Erick Kwak  
Title: EVP


CORPUS LLC

By:   
Name: Erick Kwak  
Title: Authorized Signatory

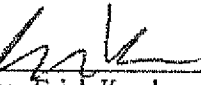
FIREWORKS ACQUISITION LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory

KEW MEDIA GROUP INC.

By:   
Name: Erick Kwak  
Title: EVP

NEVER DIE PRODUCTIONS LLC

By:   
Name: Erick Kwak  
Title: Authorized Signatory

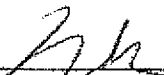
NEWINCCO 1410 LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory


O.K. CORRALES, LLC

By:   
Name: Erick Kwak  
Title: Authorized Signatory


THE FEATURE FILM COMPANY LIMITED

By:   
Name: Erick Kwak  
Title: Authorized Signatory


THE GUYS FILM COMPANY, INC.

By:   
Name: Erick Kwak  
Title: Authorized Signatory

TOOL TIME LLC

By:   
Name: Erick Kwak  
Title: Authorized Signatory

WINCHESTER FILMS, INC.

By:   
Name: Erick Kwak  
Title: Authorized Signatory

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

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.

STATE OF CALIFORNIA

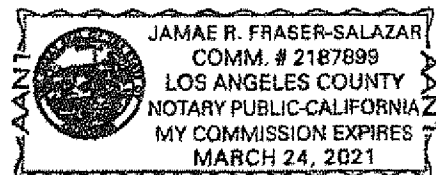
COUNTY OF Los Angeles

On July 27<sup>th</sup>, 2017, before me, Jamae R. Fraser-Salazar, Notary Public, personally appeared ERICK KUAK who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~ her ~~their~~ signature~~(s)~~ on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jamae R. Fraser-Salazar [SEAL]



ACCEPTED:

SUNTRUST BANK,  
as Administrative Agent

By: 

Name: Brett Ross

Title: Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 006123 FRAME: 0522

Schedule A  
to Trademark Security Agreement

TRADEMARKS

Trademark	Registrant	Jurisdiction	Registration or Application Number	Date of Registration or Application	Licenses and Other Authorized Uses
Kew Media Group	Kew Media Group Inc.	Canada	1 756 988	Dec. 2, 2015	None
Content Film Television Digital (Logo)	Content Media Corporation Worldwide Limited	United States	4116402	Mar. 20, 2012	None
Content Media Corporation (Word)	Content Media Corporation plc	United States	4116395	Mar. 20, 2012	None
Content Film Television Digital (Word)	Content Media Corporation Worldwide Limited	United States	4116396	Mar. 20, 2012	None
Fireworks & Design	Fireworks Entertainment, Inc.	Canada	TMA505,206	Dec. 7, 1998	Trademark Assignment and License Agreement dated as of July 20, 2005 by and between Fireworks Entertainment, Inc. and ContentFilm International Limited.

TRADEMARK LICENSES

None, except for trademark licenses in the ordinary course, in connection with the Items of Product listed in Schedule 4.24(a) of the Revolving Credit Agreement.