

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A24 FILMS LLC		08/04/2017	Limited Liability Company: DELAWARE
THE LOVERS LLC		08/04/2017	Limited Liability Company: DELAWARE
CHUBBY PANDA LLC		08/04/2017	Limited Liability Company: DELAWARE
MINISTRY OF A FROZEN WORLD LLC		08/04/2017	Limited Liability Company: DELAWARE
STANLEY AND BUD LLC		08/04/2017	Limited Liability Company: DELAWARE
A24 MUSIC LLC		08/04/2017	Limited Liability Company: DELAWARE
A24 ANALYTICS LLC		08/04/2017	Limited Liability Company: DELAWARE
A24 INTERNATIONAL LLC		08/04/2017	Limited Liability Company: DELAWARE
A24 STUDIOS LLC		08/04/2017	Limited Liability Company: DELAWARE
PINK FREUD LLC		08/04/2017	Limited Liability Company: ALABAMA
GREEDY HIPPO LLC		08/04/2017	Limited Liability Company: DELAWARE
SLUSHIE LLC		08/04/2017	Limited Liability Company: DELAWARE
A24 DISTRIBUTION, LLC		08/04/2017	Corporation: DELAWARE
A24 SERVICES, LLC		08/04/2017	Limited Liability Company: DELAWARE
A24 TV, LLC		08/04/2017	Limited Liability Company: DELAWARE
A24 TV, INC.		08/04/2017	Corporation: DELAWARE
DOS HERMANAS LLC		08/04/2017	Limited Liability Company: DELAWARE
A24 MERCH LLC		08/04/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ELDRIDGE CORPORATE FUNDING, LLC		
TRADEMARK			

CH \$215.00 4499438

Street Address:	600 Steamboat Road, Floor 2
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4499438	A24
Registration Number:	4516157	A24
Registration Number:	4596069	A24
Registration Number:	4596070	A24
Registration Number:	4952902	A24
Registration Number:	4952904	A24
Serial Number:	86614265	A24
Serial Number:	86614282	A24

CORRESPONDENCE DATA

Fax Number: 2128721002

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: 212-872-7455

Email: chely@akingump.com, kkoehler@akingump.com

Correspondent Name: Charlie Hely

Address Line 1: One Bryant Park

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	08/10/2017

Total Attachments: 11

source=Trademark Security Agreement (executed 8.4.17)#page1.tif
source=Trademark Security Agreement (executed 8.4.17)#page2.tif
source=Trademark Security Agreement (executed 8.4.17)#page3.tif
source=Trademark Security Agreement (executed 8.4.17)#page4.tif
source=Trademark Security Agreement (executed 8.4.17)#page5.tif
source=Trademark Security Agreement (executed 8.4.17)#page6.tif
source=Trademark Security Agreement (executed 8.4.17)#page7.tif
source=Trademark Security Agreement (executed 8.4.17)#page8.tif
source=Trademark Security Agreement (executed 8.4.17)#page9.tif
source=Trademark Security Agreement (executed 8.4.17)#page10.tif
source=Trademark Security Agreement (executed 8.4.17)#page11.tif

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

WHEREAS, A24 FILMS LLC (the “Company”) and the other Grantors referred to in the Security Agreement (as defined below) (together with the Company, 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;

WHEREAS, pursuant to that certain Security Agreement, dated as of August 4, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Security Agreement”; capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Security Agreement), among SBC Funding, LLC (the “Secured Party”), the Pledgors, and Eldridge Corporate Funding, LLC, as administrative agent and collateral agent for the Secured Party (in such capacity, together with its successors in such capacity, the “Administrative Agent”), the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Party) 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 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 Secured 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; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of the Secured Party), as security for the Secured Obligations, a continuing security interest in and to all of the Pledgors’ 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, currently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(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 Pledgors 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.

Within sixty (60) days after any of the Pledgors registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A hereto or in any Trademark license (pursuant to which any Pledgor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, 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 Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Secured Party) granted pursuant to the Security Agreement, this Trademark Security Agreement, and the other Finance Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, or the Secured Party or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days’ prior written notice to the Pledgors (or if an Event of Default (as defined in the Senior Credit Agreement) is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may 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. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name 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 provide reasonable assistance to 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 Party) pursuant to the Security Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest made and granted hereby are more fully set forth in the Security Agreement, and are subject to the limitations (including, without limitation, certain rights of quiet enjoyment in favor of licensees) set forth in the Security 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 Secured Obligations have been indefeasibly paid in full and performed, the Administrative Agent shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Secured Party) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Security Agreement.

Subject to the terms and conditions of the Security Agreement, the Administrative Agent will provide the notice(s) required by the Security 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 (as defined in the Senior Credit Agreement) shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement, the Security Agreement and the other Finance Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Security Agreement and the other Finance Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, 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 17 of the Security 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 Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Security Agreement) and each Pledgor. 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 Security Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Pledgor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Security 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 Security Agreement, the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Pledgor has duly executed this Trademark Security Agreement as of August 4, 2017.

PLEDGOR:

A24 FILMS LLC

By: 
Name: Matthew Bires
Title: COO

ACCEPTED:

ELDRIDGE CORPORATE FUNDING LLC,
as Administrative Agent

A handwritten signature in black ink that reads "Anthony D. Minella". The signature is written in a cursive style with a large initial 'A'.




By: _____



Name: Anthony D. Minella

Title: President



Schedule A
to Trademark Security Agreement

TRADEMARKS

Trademark/Service Mark	Country	Reg. No./ Ser. No.	Class	Goods/Services	Status	Next Action Due
A24	U.S.	4,499,438	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment.	Registered	March 18, 2020 – Affidavit of Use
A24	U.S.	4,516,157	41	Entertainment services, namely, production and distribution of films; Providing a website featuring blogs, images, trailers and information in the fields of movies and entertainment.	Registered	April 15, 2020 – Affidavit of Use
	U.S.	4,596,069	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment.	Registered	September 2, 2020 – Affidavit of Use
	U.S.	4,596,070	41	Entertainment services, namely, production and distribution of films; Providing a website featuring blogs, images, trailers and information in the fields of movies and entertainment.	Registered	September 2, 2020 – Affidavit of Use
A24	U.S.	4,952,902	36	Providing financing for the creation, development, production, post-production, advertising and distribution of videos, television programs and motion pictures.	Registered	May 3, 2022 – Affidavit of Use
	U.S.	4,952,904	36	Providing financing for the creation, development, production, post-production, advertising and distribution of videos, television programs and motion pictures.	Registered	May 3, 2022 – Affidavit of Use
A24	U.S.	86/614,265	35	Production of advertising matter and commercials; Post-production editing services for video and audio commercials; Analyzing and compiling business data; Business information services in the nature of analyzing data to provide information regarding business	Allowed	October 26, 2017 – Statement of Use or Extension Request

Trademark/Service Mark	Country	Reg. No./ Ser. No.	Class	Goods/Services	Status	Next Action Due
	U.S.			opportunities; Business information services in the nature of providing business statistics and business data regarding the entertainment industry; On-line retail store services featuring clothing, posters, film props, scripts, memorabilia and collectables; Providing consulting services in the field of facilitating the planning, buying, and selling of media; and Business management consulting with relation to strategy, financing, marketing, production and sale matters for the television programming, advertising, on-line programming, and motion pictures and related postproduction services industries.		
			41	Post-production editing services in the field of music, videos and film.		
	U.S.	86/614,282	35	Production of advertising matter and commercials; Post-production editing services for video and audio commercials; Analyzing and compiling business data; Business information services in the nature of analyzing data to provide information regarding business opportunities; Business information services in the nature of providing business statistics and business data regarding the entertainment industry; On-line retail store services featuring clothing, posters, film props, scripts, memorabilia and collectables; Providing consulting services in the field of facilitating the planning, buying, and selling of media; and Business management consulting with relation to strategy, financing, marketing, production and sale matters for the television programming, advertising, on-line programming, and motion pictures and related postproduction services industries.	Allowed	October 26, 2017 – Statement of Use or Extension Request
			41	Post-production editing services in the field of music, videos and film.		
	China	18374469	9	Publications (Electronic -)[downloadable]; downloadable music files; downloadable image files; visual-audio CD; pre-recorded CDs and DVDs featuring motion picture films and television programs in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films and television programs in the nature of drama, comedy, history, documentary and all fields of	Registered	December 27, 2026 - Renewal

Trademark/Service Mark	Country	Reg. No./ Ser. No.	Class	Goods/Services	Status	Next Action Due
				entertainment.		
	China	18374468	41	Providing on-line electronic publications [not downloadable]; film production, other than advertising films; television programmes (production of radio and -); shows (production of -); videotape film production; providing online music (non-downloadable); providing online video (non-downloadable); movie distribution services; entertainer services; entertainment information; entertainment services, namely, production of films and television programs; publication of electronic books and journals on-line; game services provided on-line from a computer network.	Registered	December 27, 2026 - Renewal
	Russia	612482	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films and television programs in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films and television programs in the nature of drama, comedy, history, documentary and all fields of entertainment.	Registered	December 1, 2025 – Renewal
			41	Entertainment services, namely, production and distribution of films and television programs; Providing a website featuring blogs, images, trailers and information in the fields of movies, television programs and entertainment.		
	Australia	1791918	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment.	Published	N/A – Awaiting Registration
			41	Entertainment services, namely, production and distribution of films; blogs, images, trailers and information in the fields of movies and entertainment provided via a website.		
	Japan	2016-103454	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of	Pending	August 9, 2017 – Office Action Response

Trademark/Service Mark	Country	Reg. No./ Ser. No.	Class	Goods/Services	Status	Next Action Due
				entertainment.		
			41	Entertainment services, namely, production and distribution of films; Providing a website featuring blogs, images, trailers and information in the fields of movies and entertainment.		
	India	3377422	41	Entertainment services, namely, production and distribution of films; providing a website featuring blogs, images, trailers and information in the fields of movies and entertainment.	Registered	October 3, 2026 – Renewal
A24	India	3377423	41	Entertainment Services, Namely, Production And Distribution Of Films; Providing A Website Featuring Blogs, Images, Trailers And Information In The Fields Of Movies And Entertainment.	Pending	N/A – Awaiting Publication Approval
	India	3377424	9	Digital Media, Namely, Pre-Recorded CDs And DVDs Featuring Motion Picture Films In The Nature Of Drama, Comedy, History, Documentary And All Fields Of Entertainment; Downloadable Content, Namely, Pre-recorded Audio And Audio-Visual Files Featuring Motion Picture Films In The Nature Of Drama, Comedy, History, Documentary And All Fields Of Entertainment.	Pending	N/A – Awaiting Publication Approval
A24	India	3377425	9	Digital Media, Namely, Pre-Recorded CDs And DVDs Featuring Motion Picture Films In The Nature Of Drama, Comedy, History, Documentary And All Fields Of Entertainment; Downloadable Content, Namely, Pre-recorded Audio And Audio-Visual Files Featuring Motion Picture Films In The Nature Of Drama, Comedy, History, Documentary And All Fields Of Entertainment.	Pending	N/A – Awaiting Publication Approval

TRADEMARK LICENSES

None.