

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445531

<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>
Film Expo Group LLC		09/13/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eldridge Corporate Funding LLC		
<b>Street Address:</b>	600 Steamboat Road		
<b>Internal Address:</b>	Floor 2		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2768767	FILM JOURNAL INTERNATIONAL	
<b>Registration Number:</b>	2472821	SHOWEAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129090813		
<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>			
<b>Phone:</b>	212-891-1618		
<b>Email:</b>	chgoip@jenner.com		
<b>Correspondent Name:</b>	Carole A Duran		
<b>Address Line 1:</b>	919 THIRD AVENUE		
<b>Address Line 2:</b>	c/o Jenner & Block LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Carole A. Duran		
<b>SIGNATURE:</b>	/carole a. duran/		
<b>DATE SIGNED:</b>	10/02/2017		
<b>Total Attachments: 5</b>			
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**EXECUTION VERSION**

**TRADEMARK COLLATERAL AGREEMENT**

This 13th day of September, 2017, FILM EXPO GROUP LLC, a Delaware limited liability company (“Debtor”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to ELDRIDGE CORPORATE FUNDING LLC, a Delaware limited liability company, in its capacity as administrative agent pursuant to the Loan Agreement (as defined in the Security Agreement, as defined below), and its successors and assigns (“Secured Party”), a lien on and continuing security interest in and to all of the right, title and interest of Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

- (i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;
- (iii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iv) all proceeds of any and all of the foregoing Trademark Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral;

to secure the payment and performance of all Secured Obligations of Debtor as defined in that certain Security Agreement dated the date hereof between Debtor and Secured Party (as the same may be amended, modified, or restated from time to time, the “Security Agreement”).

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Secured Party.

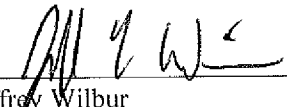
Debtor further acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided that this Trademark Collateral Agreement may not be assigned by Debtor without consent of Secured Party in its sole discretion, and any purported assignment by Debtor in breach of the foregoing shall be null and void.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**FILM EXPO GROUP LLC**

By:   
Name: Jeffrey Wilbur  
Title: Chief Executive Officer

*[Signature Page to Trademark Collateral Agreement]*

Accepted and agreed to as of the date and year first above written.

**ELDRIDGE CORPORATE FUNDING LLC**

By: Anthony D. Minella

Name: Anthony D. Minella

Title: President

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

<b>#</b>	<b><u>Mark</u></b>	<b><u>Registration #</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Owner</u></b>	<b><u>Status</u></b>
1.	FILM JOURNAL INTERNATIONAL	2,768,767	US	Film Expo Group LLC	Registered
2.	SHOWEAST	2,472,821	US	Film Expo Group LLC	Registered