

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 2 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lions Gate Entertainment Corp.		12/11/2017	Corporation: CANADA
Good Universe Films, LLC		12/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87260253	BAD HOMBRE	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5027		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1989		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	12/14/2017		
Total Attachments: 5			
source=TM Supplement 2 - Executed#page1.tif			

CH \$40.00 87260253

source=TM Supplement 2 - Executed#page2.tif

source=TM Supplement 2 - Executed#page3.tif

source=TM Supplement 2 - Executed#page4.tif

source=TM Supplement 2 - Executed#page5.tif

SUPPLEMENT NO. 2 TO THE TRADEMARK SECURITY AGREEMENT

December 11, 2017

WHEREAS, Lions Gate Entertainment Corp. (the "Borrower"), JPMorgan Chase Bank, N.A. (the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties thereto, and the other parties set forth therein have entered into a Credit and Guarantee Agreement dated as of December 8, 2016 (as it may be amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors (as defined in the Trademark Security Agreement) and the Administrative Agent have entered into a Pledge and Security Agreement, dated as of December 8, 2016 (as it may be amended or modified from time to time, the "Security Agreement"), to secure the payment and performance of the Obligations (capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement or the Credit Agreement, as applicable);

WHEREAS, each of the Grantors is a party to a Trademark Security Agreement, dated as of December 8, 2016 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"); and

WHEREAS, the Person listed on the signature pages hereto under the heading "Grantors" (the "New Grantor") has entered into an Instrument of Assumption and Joinder, dated as of December 11, 2017, pursuant to which such New Grantor assumed, and agreed to perform and observe, each of the covenants, rights promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of a Grantor (as defined in the Security Agreement) under the Security Agreement and as a Grantor (as defined in the Trademark Security Agreement) under the Copyright Security Agreement;

NOW, THEREFORE,

The New Grantor 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 New Grantor's right, title and interest in and to all Trademarks listed on Schedule 1 hereto, except to the extent that any of the foregoing would constitute an Excluded Asset (the "Trademark Collateral").

The Trademarks listed on the Schedule 1 hereto are hereby added to Schedule A to the Trademark Security Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

In the event of any conflict between the Trademark Security Agreement (as supplemented hereby) and any Intercreditor Agreement, such Intercreditor Agreement shall govern. In the event of any conflict between the Trademark Security Agreement (as supplemented hereby), on the one hand, and the Security Agreement or Credit Agreement, on the other hand, the Security Agreement or Credit Agreement, as applicable, shall govern.

Notwithstanding anything to the contrary contained herein or any other Fundamental Document or otherwise, the Liens and security interests granted pursuant hereto or under any other Collateral Document shall be subject and subordinate to any and all Liens or security interests in favor of any guilds or unions (including, without limitation, the Screen Actors Guild, the American Federation of Television and Radio Artists, the Alliance of Canadian Cinema, Television and Radio Artists, the American Federation of Musicians, the Alliance Quebecoise des Techniciens de l'Image et du Son, the Directors Guild of America, the Directors Guild of America, the Directors Guild of Canada, the International Alliance of Theatrical Stage Employees, the National Association of Broadcast Employees and Technicians, the Union of British Columbia Performers, the Writers Guild of Canada, and the Writers Guild of America (each, a "Guild")) incurred pursuant to collective bargaining agreements therewith. The Administrative Agent and each of the other parties hereto hereby acknowledge and agree that each Guild is an express third party beneficiary of, and shall be entitled to rely on and enforce, this paragraph.

[Signature page follows]

IN WITNESS WHEREOF, the New Grantor has caused this supplement to the Trade-mark Security Agreement to be duly executed as of the date first above written.

LIONS GATE ENTERTAINMENT CORP.

By: James W. Barge
Name: JAMES W. BARGE
Title: CFO

GRANTORS:

GOOD UNIVERSE FILMS, LLC

By: _____
Name: Daniel Freedman
Title: Authorized Officer

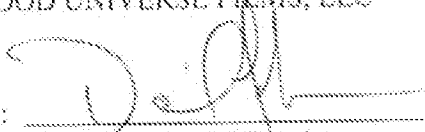
IN WITNESS WHEREOF, the New Grantor has caused this supplement to the Trademark Security Agreement to be duly executed as of the date first above written.

LIONS GATE ENTERTAINMENT CORP.

By _____
Name: James W. Barge
Title: Chief Financial Officer

GRANTORS:

GOOD UNIVERSE FILMS, LLC

By:  _____
Name: Daniel Friedman
Title: Authorized Officer

Schedule 1

Trademark	Reg. No.	Appl. No.	Status	Owner
BAD HOMBRE	N/A	87/260,253	Pending	Good Universe Films, LLC