

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnolia Pictures LLC		12/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5012580	DOX	
Registration Number:	5013046	MONSTERS & NIGHTMARES	
Registration Number:	5013047	WARRIORS & GANGSTERS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK, ESQ.		
Address Line 1:	SIDLEY AUSTIN LLP		
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	44590-00150		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/27/2017		
Total Attachments: 6			
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SUPPLEMENT NO. 1 DATED AS OF DECEMBER 26, 2017 TO THE TRADEMARK
SECURITY AGREEMENT
DATED AS OF DECEMBER 6, 2011

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

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit and Security Agreement, dated as of December 26, 2017 (as the same may be further amended, supplemented, amended and restated or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"), among Magnolia Pictures LLC, as Borrower (the "Borrower"), the Subsidiary Guarantors referred to therein (the "Subsidiary Guarantors"), and together with the Borrower, each a "Grantor" and collectively the "Grantors"), the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of Borrower; and

WHEREAS, each Grantor is a party to that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses) dated as of December 6, 2011 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement") and recorded in the United States Patent and Trademark Office on December 7, 2017 at Reel 004673 Frame 0813, pursuant to which each of the Grantors has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations pursuant to the Credit Agreement, a continuing security interest in all of such Grantor's right, title and interest in and to all personal property, tangible and intangible, wherever located or situated and whether now owned, presently existing or hereafter acquired or created, including but not limited to, the Trademark Collateral (as defined in the Trademark Security Agreement), all as more fully set forth in the Trademark Security Agreement; and

WHEREAS, the Grantors have acquired or created additional Trademark Collateral since the date of the execution of the Trademark Security Agreement; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Grantors since the date of execution of the Trademark Security Agreement and Schedule B to the Trademark Security Agreement does not reflect all Trademark licenses acquired or created by the Grantor since the date of execution of the Trademark Security Agreement.

NOW THEREFORE,

A. Each of the Grantors does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations pursuant to the Credit Agreement and the other Fundamental Documents, a continuing security interest in and to all of such Grantor's right, title and interest in and to each and every Trademark added to Schedule A to the Trademark

Security Agreement and each and every Trademark license added to Schedule B to the Trademark Security Agreement, pursuant to paragraph B below, 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 Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented (the “Trademark Supplement”), effective as of the date hereof, by amending Schedule A and/or Schedule B thereof so as to reflect all of the Trademarks and Trademark licenses in and to which the Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself and the Secured Parties) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the Schedule 1 hereto are hereby added to Schedule A to the Trademark Security Agreement and the Trademark licenses listed on Schedule 2 hereto are hereby added to Schedule B 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.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto are each hereby confirmed and ratified by each of the Grantors.

The execution and filing of this Trademark Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent’s rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by any Grantor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any Grantor and heretofore filed in any state or county in the United States of America or elsewhere.

THIS SUPPLEMENT SHALL IN ALL RESPECTS 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.

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

IN WITNESS WHEREOF, each of the Grantors has caused this Supplement No. 1 to the Trademark Security Agreement to be effective as of the date first written above and duly executed as of December 21, 2017.

GRANTORS:

MAGNOLIA PICTURES LLC

By: JS
Name: Jason Sachs
Title: CAO

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)

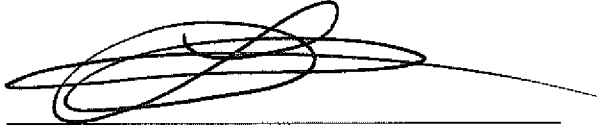
On 12/21/17 before me, LaTanya Fergusson a notary public in and for the State of California
DATE NAME

personally appeared Jean B. Soles, who proved to me on the basis of
NAME(S) OF SIGNER(S)

satisfactory evidence to be the person ~~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 of Notary Public



TRADEMARKS

Magnolia Pictures LLC

<u>Trademark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction of Registration</u>
DOX	Magnolia Pictures LLC	5012580	August 2, 2016	United States
Monsters & Nightmares	Magnolia Pictures LLC	5013046	August 2, 2016	United States
Warriors & Gangsters	Magnolia Pictures LLC	5013047	August 2, 2016	United States

TRADEMARK LICENSES

None.