

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458703

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rooster Teeth Productions, LLC		01/19/2018	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	DIRECTV Holdings LLC
Street Address:	One AT&T Plaza, 208 S. Akard
Internal Address:	c/o AT&T Management Services, L.P.
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5223359	MILLION DOLLARS, BUT...
Registration Number:	3878542	
Registration Number:	4542477	RED VS BLUE
Registration Number:	4542481	RTX
Registration Number:	4542478	RWBY
Registration Number:	4542476	ACHIEVEMENT HUNTER
Registration Number:	3833644	ROOSTER TEETH
Serial Number:	86982778	DAY 5
Serial Number:	86872809	DAY 5
Serial Number:	87148114	MILLION DOLLARS, BUT
Serial Number:	87148116	MILLION DOLLARS, BUT...

CORRESPONDENCE DATA

Fax Number: 2026638007

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: 2026638918

Email: dctm@pillsburylaw.com

Correspondent Name: Patrick J. Jennings

TRADEMARK

Address Line 1: 1200 Seventeenth Street, NW
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 077224-0000179

NAME OF SUBMITTER: Patrick J. Jennings

SIGNATURE: /Pat Jennings/

DATE SIGNED: 01/19/2018

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 19th day of January 19, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **DIRECTV HOLDINGS LLC**, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of December 22, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Otter Media Holdings, LLC, a Delaware limited liability company (the “Borrower”), the Initial Lender, the other lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”) and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Credit Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of January __, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided, however, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest 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 by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this

Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

OTTER MEDIA HOLDINGS, LLC

By: 

Name: Sarah Harden

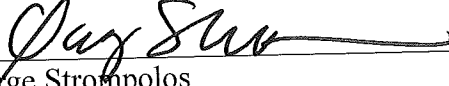
Its: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 006254 FRAME: 0230

FULLSCREEN, INC.

By: 
Name: George Strompolos
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006254 FRAME: 0231

ELLATION, INC.

By: _____

Name: Thomas Pickett

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006254 FRAME: 0232

ROOSTER TEETH PRODUCTIONS, LLC

By: 

Name: Matthew Hullum

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

DIRECTV HOLDINGS LLC

By: 

Name: Nathan Thurgood

Title: Authorized Representative

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application / Registration No.	App / Reg Date
Otter Media Holdings, LLC	United States of America	OTTER MEDIA - word	86/330,112 (Filed Serial No.)	7/7/2014 (Filed Serial No.)
Otter Media Holdings, LLC	Argentina	OTTER MEDIA - word	2743181	7/24/2015
Otter Media Holdings, LLC	Brazil	OTTER MEDIA	908223676	1/31/2017
Otter Media Holdings, LLC	Canada	OTTER MEDIA	1684530 (Filed Serial No.)	7/9/2014 (Filed Serial No.)
Otter Media Holdings, LLC	Chile	OTTER MEDIA - word	1166215	5/19/2015
Otter Media Holdings, LLC	China	OTTER MEDIA - word	15161317	11/28/2015
Otter Media Holdings, LLC	Colombia	OTTER MEDIA - word	511919	5/15/2015
Otter Media Holdings, LLC	European Union	OTTER MEDIA - word	13071295	12/3/2014
Otter Media Holdings, LLC	Hong Kong	OTTER MEDIA - word	303061782	7/10/2014
Otter Media Holdings, LLC	India	OTTER MEDIA	1486566	9/16/2014
Otter Media Holdings, LLC	Mexico	OTTER MEDIA - word	1527355	4/6/2015
Otter Media Holdings, LLC	Peru	OTTER MEDIA	00087417	4/15/2015
Otter Media Holdings, LLC	Taiwan	OTTER MEDIA - word	103040097 (Filed Serial No.)	7/14/2014 (Filed Serial No.)
Otter Media Holdings, LLC	Venezuela	OTTER MEDIA - word	2014-014231 (Filed Serial No.)	9/23/2014
Fullscreen, Inc.	United States of America		5,084,523	11/22/2016


Fullscreen, Inc.	United States of America		5,118,571	1/10/17
Fullscreen, Inc.	Benelux		0,201,524	8/17/2016
Fullscreen, Inc.	Greece		773	8/1/2016
Fullscreen, Inc.	United States of America	FULLSCREEN 2(F)	5,078,095	11/8/2016
Fullscreen, Inc.	United States of America	FULLSCREEN	5,084,522	11/22/2016
Fullscreen, Inc.	Greece	FULLSCREEN	773	8/17/2016
Fullscreen, Inc.	United States of America	FUNHAUS	4,944,592	4/26/2016
Rooster Teeth Productions, LLC	Australia	MILLION DOLLARS, BUT	1826538	6/14/2017
Rooster Teeth Productions, LLC	United Kingdom	MILLION DOLLARS, BUT	UK00003213	5/12/2017
Rooster Teeth Productions, LLC	New Zealand	MILLION DOLLARS, BUT	1060889	8/23/2016
Rooster Teeth Productions, LLC	United States of America		No. 5223359	6/13/2017
Rooster Teeth Productions, LLC	Australia		No. 1826539	6/14/2017
Rooster Teeth Productions, LLC	United Kingdom		UK00003213	5/12/2017
Rooster Teeth Productions, LLC	New Zealand		1060890	8/23/2016
Fullscreen, Inc.	United States of America	PARTY IN THE BACK	5,178,137	4/4/2017

Fullscreen, Inc.	United States of America	POWER TO THE CREATORS	5,082,625	11/15/2016
Fullscreen, Inc.	United States of America	ROOSTER TEETH	3,833,644	8/17/2010
Rooster Teeth Productions, LLC	United States of America		3878542	11/23/2010
Rooster Teeth Productions, LLC	United States of America		4,542,477	6/3/2014
Rooster Teeth Productions, LLC	United States of America		4,542,481	6/3/2014
Rooster Teeth Productions, LLC	United States of America		4,542,478	6/3/2014
Rooster Teeth Productions, LLC	United States of America		4,542,476	6/3/2014
Viddy, Inc. (now Fullscreen, Inc.)	United States of America	VIDDY	4295692	2/26/2013
Viddy, Inc. (now Fullscreen, Inc.)	European Union (Community)	VIDDY	13202701	2/20/2015
Fullscreen, Inc.	Brazil	FULLSCREEN	907039804	11/21/2013
Fullscreen, Inc.	Brazil	FULLSCREEN	907039880	11/21/2013
Fullscreen, Inc.	Brazil	FULLSCREEN	907039960	11/21/2013
Fullscreen, Inc.	Brazil	FULLSCREEN and Design	907040071	11/21/2013
Fullscreen, Inc.	United States of America	GET READY WITH ME	86/851016	12/16/2015
Fullscreen, Inc.	United States of America	GET READY WITH ME	86/868063	1/7/2016
Rooster Teeth Productions, LLC	United States of America	DAY 5	86/982778	1/12/2016
Rooster Teeth Productions, LLC	United States of America	DAY 5	86/872809	1/12/2016

Rooster Teeth Productions, LLC	United States of America	MILLION DOLLARS, BUT	87/148114	8/23/2016
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Rooster Teeth Productions, LLC	Canada	MILLION DOLLARS, BUT	Application No: 1823983 Reference: BAR.R00-TM001CA01	2/22/2017
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Rooster Teeth Productions, LLC	United States of America		87/148116	8/23/2016
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Rooster Teeth Productions, LLC	Canada		Application No: 1823991 Reference: BAR.R00-TM002CA01	2/22/2017
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Ellation, Inc.	United States of America	CRUNCHYROLL	4026455	9/13/2011
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Ellation, Inc.	European Union	CRUNCHYROLL	007497671	7/22/2009
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Ellation, Inc.	Japan	CRUNCHYROLL	5247681	7/10/2009
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Ellation, Inc.	S. Korea	CRUNCHYROLL	4101928870000	12/24/2009
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Ellation, Inc.	Malaysia	CRUNCHYROLL	08025480	5/16/2012
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Ellation, Inc.	Malaysia	CRUNCHYROLL	08025481	7/1/2008
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Ellation, Inc.	Philippines	CRUNCHYROLL	42009000071	9/1/2011
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Ellation, Inc.	Singapore	CRUNCHYROLL	T0818112B	1/28/2010
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Ellation, Inc.	United States of America	VRV	86/838,849	12/3/2015
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Otter Media Holdings, LLC	United States of America	ELLATION	86/553,097	3/4/2015
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Ellation, Inc.	United States of America		87/493,595	6/16/2017
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