

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463429

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Third Amended and Restated Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)
RESUBMIT DOCUMENT ID:	900438922

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALCON ENTERTAINMENT, LLC		02/09/2018	Limited Liability Company: DELAWARE
ALCON FILM FUND, LLC		02/09/2018	Limited Liability Company: DELAWARE
ACID ZOO PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
ACID ZOO MONEY, LLC		02/09/2018	Limited Liability Company: DELAWARE
Alcon Copyright Holdings, LLC		02/09/2018	Limited Liability Company: DELAWARE
ALCON DISTRIBUTION, LLC		02/09/2018	Limited Liability Company: DELAWARE
BOTTLENOSE PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
CAPTIVE PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
CLAYMORE ENTERTAINMENT COMPANY, LLC		02/09/2018	Limited Liability Company: DELAWARE
CUPID DISTRIBUTION, LLC		02/09/2018	Limited Liability Company: DELAWARE
DAUGHTER PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
DUNGAREE PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
DUPLICITY PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
ELI PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
EVOLUTIONARY PICTURES, LLC		02/09/2018	Limited Liability Company: DELAWARE
FIGHTING PUP PICTURES, LLC		02/09/2018	Limited Liability Company: DELAWARE
FOREVER IN BLUE, LLC		02/09/2018	Limited Liability Company: DELAWARE

TRADEMARK

Name	Formerly	Execution Date	Entity Type
FRONTIER PRODUCTION SERVICES, LLC		02/09/2018	Limited Liability Company: DELAWARE
GOSPEL TRUTH PICTURES, LLC		02/09/2018	Limited Liability Company: DELAWARE
INTERPOL PICTURES, LLC		02/09/2018	Limited Liability Company: DELAWARE
LEFT TACKLE PICTURES, LLC		02/09/2018	Limited Liability Company: DELAWARE
LOVE CHILD PICTURES, LLC		02/09/2018	Limited Liability Company: DELAWARE
MISSED CALL DISTRIBUTION, LLC		02/09/2018	Limited Liability Company: DELAWARE
MISSED CALL PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
POOL MATE PICTURES, LLC		02/09/2018	Limited Liability Company: DELAWARE
POUR ANIMER, LLC		02/09/2018	Limited Liability Company: DELAWARE
Sixteenth Moon Productions, LLC		02/09/2018	Limited Liability Company: LOUISIANA
SPACE MODULATOR PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
SWEEPSTAKE PRODUCTIONS, LLC		02/09/2018	Limited Liability Company: DELAWARE
THE ELROD COMPANY, LLC		02/09/2018	Limited Liability Company: DELAWARE
TRAVELING PICTURES DISTRIBUTION, LLC		02/09/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	IL1-1145/54/63 P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2378099	ALCON ENTERTAINMENT
Registration Number:	2406953	ALCON ENTERTAINMENT
Registration Number:	2739646	ALCON ENTERTAINMENT

CORRESPONDENCE DATA**Fax Number:** 6173417701*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:** 617-951-8132**Email:** linda.salera@morganlewis.com**Correspondent Name:** Linda A. Salera, Senior Paralegal**Address Line 1:** One Federal Street**Address Line 2:** c/o Morgan, Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	02/26/2018

Total Attachments: 11

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THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

February 9, 2018

WHEREAS, Alcon Entertainment, LLC (“AE”) and Alcon Film Fund, LLC (“AFF”), as borrowers (the “Borrowers”), and the guarantors referred to in the Credit Agreement (as hereinafter defined) (the “Guarantors”, and together with the Borrowers, 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 Third Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of February 9, 2018 (as the same has been or may further be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), by and among the Pledgors, Alcon Media Group, LLC, as a pledgor, the lenders referred to therein (the “Lenders”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “Administrative Agent”), as issuing bank (in such capacity, the “Issuing Bank”) and as collateral agent, the Lenders have agreed to make loans to the Borrowers and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrowers;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties) 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 Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be;

WHEREAS, AE, the guarantors referred to therein and JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank), as administrative agent are parties to that certain Trademark Security Agreement dated as of December 6, 2002 and filed with the United States Patent and Trademark Office on January 7, 2003 at Reel 002645 Frame 0946 (as amended by that certain Supplement No. 1 dated as of May 9, 2008, and as further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Original AE Trademark Security Agreement”);

WHEREAS, AFF, the guarantors referred to therein and JPMorgan Chase Bank, N.A., as administrative agent are parties to that certain Trademark Security Agreement dated as of September 24, 2010 and filed with the United States Patent and Trademark Office at Reel 004292 Frame 0849 on October 8, 2010 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Original AFF Trademark Security Agreement”, and together with the Original AE Trademark Security Agreement, the “Original Trademark Security Agreements”);

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of June 30, 2011 (the “A&R Credit Agreement”), AE, AFF, the guarantors referred to therein and JPMorgan Chase Bank, N.A., as administrative agent are parties to that certain Amended and Restated Trademark Security Agreement, dated as of June 30, 2011 and filed with the United States Patent and Trademark Office at Reel 004580 Frame 0231 on July 12, 2011 (the “A&R Trademark Security Agreement”), which amended and restated the Original Trademark Security Agreements;

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of June 9, 2015 (the “Second A&R Credit Agreement”), AE, AFF, the guarantors referred to therein and JPMorgan Chase Bank, N.A., as administrative agent are parties to that certain Amended and Restated Trademark Security Agreement, dated as of June 9, 2015 (the “Existing Trademark Security Agreement”), which (a) amended and restated the A&R Trademark Security Agreement and (b) is being further amended and restated by this Third Amended and Restated Trademark Security Agreement;

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;

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 Parties), as security for the payment and performance of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing security interest in 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, presently 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;

provided, that Trademark Collateral shall not include any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

For the avoidance of doubt, the “Administrative Agent” shall also be deemed to include the “Collateral Agent” for purposes of continuity of any grant of security previously made under the Original AFF Trademark Security Agreement, to the extent the grant of security was made by any Pledgor that was previously a “Pledgor” as defined under the Original AFF Trademark Security Agreement.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, 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 Credit Agreement and this Third Amended and Restated Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Credit Agreement, this Third Amended and Restated Trademark Security Agreement, and the other Fundamental 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 constitutes an infringement of any Trademark, or violates or infringes any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the

Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitutes 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 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 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 assist 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 Parties) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Third Amended and Restated Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) 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 Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide notice(s) required by Section 8.6 of the Credit 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 shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT 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.

This Third Amended and Restated 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 Third Amended and Restated 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 Third Amended and Restated Trademark Security Agreement. This Third Amended and Restated Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Third Amended and Restated Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Third Amended and Restated Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Third Amended and Restated 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 Third Amended and Restated Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Third Amended and Restated 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 Third Amended and Restated 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 Credit Agreement) and the Pledgors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Third Amended and Restated 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 Credit Agreement), but neither this Third Amended and Restated Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Pledgors (including their respective 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 Credit Agreement), and any attempted assignment without such consent shall be null and void.

The parties hereto hereby acknowledge and agree that (a) this Third Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement that is being entered into in connection with an amendment and restatement of the Existing Credit Agreements on or about the date hereof, (b) the amendment and restatement of the Existing Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Third Amended and Restated Trademark Security Agreement, and (c) all security interests previously created and/or perfected by or under the Existing Trademark Security Agreement are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Existing Credit Agreement or the Existing Trademark Security Agreement.

If any conflict or inconsistency exists between this Third Amended and Restated Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have duly executed this Trademark Security Agreement as of the date first set forth above.

PLEDGOR:

ALCON ENTERTAINMENT, LLC

By: Scott Parish

Name: Scott Parish

Title: Chief Operating Officer

ALCON FILM FUND, LLC

By: Scott Parish

Name: Scott Parish


Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006288 FRAME: 0822

ACID ZOO PRODUCTIONS, LLC
ACID ZOO MONEY, LLC
ALCON COPYRIGHT HOLDINGS, LLC
ALCON DISTRIBUTION, LLC
BOTTLENOSE PRODUCTIONS, LLC
CAPTIVE PRODUCTIONS, LLC
CLAYMORE ENTERTAINMENT COMPANY,
LLC
CUPID DISTRIBUTION, LLC
DAUGHTER PRODUCTIONS, LLC
DUNGAREE PRODUCTIONS, LLC
DUPLICITY PRODUCTIONS, LLC
ELI PRODUCTIONS, LLC
EVOLUTIONARY PICTURES, LLC
FIGHTING PUP PICTURES, LLC
FOREVER IN BLUE, LLC
FRONTIER PRODUCTION SERVICES, LLC
GOSPEL TRUTH PICTURES, LLC
INTERPOL PICTURES, LLC
LEFT TACKLE PICTURES, LLC
LOVE CHILD PICTURES, LLC
MISSED CALL DISTRIBUTION, LLC
MISSED CALL PRODUCTIONS, LLC
POOL MATE PICTURES, LLC
POUR ANIMER, LLC
SIXTEENTH MOON PRODUCTIONS, LLC
SPACE MODULATOR PRODUCTIONS, LLC
SWEEPSTAKE PRODUCTIONS, LLC
THE ELROD COMPANY, LLC
TRAVELING PICTURES DISTRIBUTION, LLC

By: _____



Name: Scott Parish

Title: Chief Operating Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006288 FRAME: 0823

ACCEPTED:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: **Patrick J. Minnick**
Title: **Executive Director**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006288 FRAME: 0824

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
USA	Alcon Entertainment, LLC	2378099	8/15/2000	Alcon Entertainment (and design)
USA	Alcon Entertainment, LLC	2406953	11/21/2000	Alcon Entertainment (and design)
USA	Alcon Entertainment, LLC	2739646	07/22/2013	Alcon Entertainment (and design)

TRADEMARK LICENSES

None.