

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MMX MEDIA FINANCE, LLC		04/30/2018	Limited Liability Company: DELAWARE
MIRAMAX DISTRIBUTION SERVICES, LLC		04/30/2018	Limited Liability Company: DELAWARE
MIRAMAX FILM NY, LLC		04/30/2018	Limited Liability Company: NEW YORK
MIRAMAX GUARANTY SERVICES, LLC		04/30/2018	Limited Liability Company: DELAWARE
MIRAMAX, LLC		04/30/2018	Limited Liability Company: DELAWARE
MIRAMAX DEVELOPMENT, LLC		04/30/2018	Limited Liability Company: DELAWARE
NOBROSE DEVELOPMENT, LLC		04/30/2018	Limited Liability Company: DELAWARE
DRAX FILMS (US), LLC		04/30/2018	Limited Liability Company: DELAWARE
DUSK 3 PRODUCTIONS, LLC		04/30/2018	Limited Liability Company: DELAWARE
HOLMES DISTRIBUTION, LLC		04/30/2018	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	333 S. Hope Street, Suite 1300
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2713215	MIRAMAX
<b>Registration Number:</b>	2423329	MIRAMAX
<b>Registration Number:</b>	4690745	SHERLOCK HOLMES
<b>Registration Number:</b>	4313984	SHERLOCK HOLMES

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	86190736	KILL BILL
Serial Number:	85883773	PULP FICTION
Serial Number:	86170162	PROJECT GREENLIGHT
Serial Number:	86976909	PROJECT GREENLIGHT
Serial Number:	86648112	PROJECT GREENLIGHT
Serial Number:	86648097	PROJECT GREENLIGHT
Serial Number:	86648094	PROJECT GREENLIGHT
Serial Number:	86648083	PROJECT GREENLIGHT
Serial Number:	86648081	PROJECT GREENLIGHT
Serial Number:	86648113	PROJECT GREENLIGHT

**CORRESPONDENCE DATA**

**Fax Number:** 3102291001

*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:** 310-728-3322

**Email:** dcassorla@akingump.com, kkoehler@akingump.com

**Correspondent Name:** Daniela Cassorla

**Address Line 1:** 1999 Avenue of the Stars, Suite 600

**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>NAME OF SUBMITTER:</b>	Kwan Koehler
<b>SIGNATURE:</b>	/Kwan Koehler/
<b>DATE SIGNED:</b>	04/30/2018

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

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

April 30, 2018

WHEREAS, MMX MEDIA FINANCE, LLC, a Delaware limited liability company (the "Borrower"), and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors," and together with the Borrower, 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; and

WHEREAS, pursuant to that certain Credit, Security and Guaranty Agreement dated as of April 30, 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), among the Borrower, the Guarantors from time to time party thereto, each Lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer, the Lenders and the L/C Issuer have agreed to make Credit Extensions to the Borrower, which Credit Extensions will be of benefit to the Borrower and its Subsidiaries that may become Guarantors of the Obligations; and

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 (if any), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the 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 that 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; and

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, each Pledgor 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 Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (iii) 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 the possession of such Pledgor:

(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 (if any) 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 such Pledgor 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.

Each Pledgor agrees that if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an infringement of any Trademark owned or held by such Pledgor, or violates or infringes any right of any Pledgor or any Secured Party in the Trademark Collateral, or if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use of the Trademark Collateral, then and in any such event, the Administrative Agent (a) may, if the applicable Pledgor fails to take any action necessary to protect the rights of such Pledgor or any Secured Party in the Trademark Collateral within 30 days following its receipt of a written notice from the Administrative Agent, or (b) shall have the right to, upon the occurrence and during the continuance of an Event of Default, and without notice, take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may reasonably 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 in the Trademark Collateral, but only to the extent that such enforcement rights are not exclusively reserved or exclusively controlled by an Approved Co-Financier pursuant to an Approved Co-Financing Agreement, by an Approved Co-Financing Venture Counterparty pursuant to a Co-Financing Venture Agreement or by a Distributor pursuant to a Distribution Agreement. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give such Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Pledgor 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 such Pledgor's 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 more fully set forth in the Credit Agreement, and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as the Termination Date shall have occurred, the security interest granted under this Trademark Security Agreement shall terminate. Upon request by the Pledgors (and at the sole expense of the Pledgors) after such termination, 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 that may have been made by the Administrative Agent pursuant to the terms hereof and 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 10.06 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 this Trademark Security Agreement, the Credit Agreement and the other Loan Documents executed by the Pledgors, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Credit Agreement and under the other Loan Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL 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 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.

*[Signature Pages Follow]*

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

PLEDGORS:

MMX/MEDIA FINANCE, LLC

By:  \_\_\_\_\_

Name: Bill Block

Title: Chief Executive Officer

MIRAMAX DISTRIBUTION SERVICES, LLC

By:  \_\_\_\_\_

Name: Bill Block

Title: Chief Executive Officer

MIRAMAX FILM NY, LLC

By:  \_\_\_\_\_

Name: Bill Block

Title: Chief Executive Officer

MIRAMAX GUARANTY SERVICES, LLC

By:  \_\_\_\_\_

Name: Bill Block

Title: Chief Executive Officer

MIRAMAX, LLC

By:  \_\_\_\_\_

Name: Bill Block

Title: Chief Executive Officer


MIRAMAX DEVELOPMENT, LLC

By:  \_\_\_\_\_

Name: Bill Block

Title: Chief Executive Officer

NOBROSE DEVELOPMENT, LLC

By:  \_\_\_\_\_

Name: Bill Block

Title: Chief Executive Officer

DRAX FILMS (US), LLC

By: 

Name: Bill Block

Title: Chief Executive Officer

DUSK 73 PRODUCTIONS, LLC

By: 

Name: Bill Block

Title: Chief Executive Officer

HOLMES DISTRIBUTION, LLC

By: 

Name: Bill Block

Title: Chief Executive Officer

ACCEPTED:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006323 FRAME: 0414**

DRAX FILMS (US), LLC

By: \_\_\_\_\_  
Name: Bill Block  
Title: Chief Executive Officer

DUSK 3 PRODUCTIONS, LLC

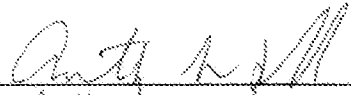
By: \_\_\_\_\_  
Name: Bill Block  
Title: Chief Executive Officer

HOLMES DISTRIBUTION, LLC

By: \_\_\_\_\_  
Name: Bill Block  
Title: Chief Executive Officer

ACCEPTED:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Anthony Di Vella  
Title: Vice President

*Signature Page to Trademark Security Agreement*



STATE OF CALIFORNIA )

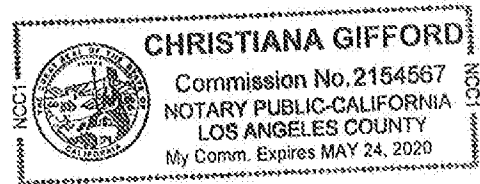
) SS.

COUNTY OF LOS ANGELES )

On 4/27/2018, 2018, before me, Christiana Gifford, a notary public in and for the State of California, personally appeared Bill Block, who proved to me on the basis of satisfactory evidence to be the person(s) 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.



TRADEMARKS

<b>Trademarks</b>	<b>Name of Applicant/Registrant and Current Owner of Record</b>	<b>Jurisdiction</b>	<b>Application or Registration Number</b>	<b>Status of Application or Registration</b>
MIRAMAX	Miramax, LLC	USA	2.713.215	Registered
MIRAMAX	Miramax, LLC	USA	2.423.329	Registered
KILL BILL	Miramax, LLC	USA	86.190.736	Pending
PULP FICTION	Miramax, LLC	USA	85.883.773	Pending
PROJECT GREENLIGHT	Miramax, LLC	USA	86170162 (Parent Application)	Abandoned
PROJECT GREENLIGHT	Miramax, LLC	USA	86976909 (Child Application)	Pending
PROJECT GREENLIGHT and Design	Miramax, LLC	USA	86648113	Pending
PROJECT GREENLIGHT	Miramax, LLC	USA	86648112	Pending
PROJECT GREENLIGHT	Miramax, LLC	USA	86648097	Pending
PROJECT GREENLIGHT and Design	Miramax, LLC	USA	86648094	Pending
PROJECT GREENLIGHT	Miramax, LLC	USA	86648083	Pending
PROJECT GREENLIGHT and Design	Miramax, LLC	USA	86648081	Pending
SHERLOCK HOLMES	Conan Doyle Estate Limited	USA	4,690,745 4,313,984	Registered