

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XIX Entertainment LP		05/18/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank PLC		
Street Address:	8 Canada Square		
City:	London		
State/Country:	ENGLAND		
Postal Code:	E145HQ		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5298922	THE MEEPS	
CORRESPONDENCE DATA			
Fax Number:	3125693000		
<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:	312-569-1000		
Email:	ipdockets@dbr.com, laura.cappello@dbr.com		
Correspondent Name:	Melissa S. Dillenbeck		
Address Line 1:	191 N. Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		
SIGNATURE:	/Melissa S. Dillenbeck/		
DATE SIGNED:	05/21/2018		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1 dated as of May 18, 2018 (this "Supplement"), is delivered by XIX ENTERTAINMENT LP, a Delaware limited partnership (the "Parent") in connection with the Security Agreement dated as of May 18, 2018 (the "Security Agreement"), by and among Parent, SKAM PRODUCTIONS LLC, a Delaware limited liability company ("Skam"), XIX PRODUCTIONS LLC, a Delaware limited liability company ("XIX Productions") and XIX RECORDINGS LLC, a Delaware limited liability company ("Recordings") (Parent, Skam, XIX Productions and Recordings, each a "Debtor", and collectively, the "Debtors") and HSBC BANK PLC (together with its successors and assigns, the "Lender").

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B. The Parent has granted a first priority security interest in and lien on and pledged to the Lender, all of such Parent's right, title and interest in and to the following property subject only to Permitted Liens, wherever located and whenever arising or acquired, to secure the payment and performance of the Secured Obligations: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, or logos, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, any of the foregoing referred to in the annexed Schedule 1-A and all of the goodwill of the business connected with the use of and symbolized by the foregoing, and all Proceeds of the foregoing (the "Trademark Collateral");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parent does hereby grant to the Lender a first priority security interest in and lien on and pledges to the Lender, all of such Parent's right, title and interest in and to the Trademark Collateral, subject only to Permitted Liens,

The Parent does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the grant of and security interest in, lien on and pledge to the Lender of the Trademark Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

Notwithstanding the foregoing, the Trademark Collateral shall not include and no security interest shall be granted or attach hereunder with respect to any property while and to the extent it constitutes any application for a trademark or service mark filed in the United States Patent and Trademark Office on the basis of the Parent's intent to use any such mark pursuant to U.S.C. § 1051 Section 1(b), unless and until such mark is used in interstate commerce, at which point the Trademark Collateral shall include, and the security interest granted hereunder shall attach to, such application, but such exclusion shall apply only to the extent that granting a lien in such trademark

application prior to such use would adversely affect the enforceability or validity of such trademark application.

This Supplement will be interpreted and the rights and liabilities of the Lender and the Debtors determined in accordance with the laws of the State of New York, without regard to the principles of conflict of laws; provided that the Lender shall retain all rights arising under Federal law.

The Lender's address is: 8 Canada Square, London, England E14 5HQ, Attention: Neal Treadaway.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, the undersigned, Parent has duly executed or caused this Supplement to the U.S. Security Agreement to be duly executed as of the date first stated above.

XIX ENTERTAINMENT LP

By: Simon Fuller

Name: Simon Fuller

Title: Chief Executive Officer

Address:

9000 West Sunset Blvd., Penthouse

West Hollywood, CA 90069

82816034.2

TRADEMARK

REEL: 006334 FRAME: 0105

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT
No. 1

U. S. TRADEMARKS

Trademark	Registered Trademark	Serial Number/ Filing Date
XIX ENTERTAINMENT LP	THE MEEPS	85614796 5/2/12