

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM487368

|   |                   |                       |                            |
|---|-------------------|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>                           | RESUBMISSION      |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>                      | SECURITY INTEREST |                       |                            |
| <b>RESUBMIT DOCUMENT ID:</b>                      | 900460283         |                       |                            |
| <b>CONVEYING PARTY DATA</b>                       |                   |                       |                            |
| <b>Name</b>                                       | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>         |
| Kew Media International Limited                   |                   | 07/23/2018            | Company:                   |
| 2161244 Ontario Ltd.                              |                   | 07/23/2018            | Company:                   |
| Allumination Filmworks LLC                        |                   | 07/23/2018            | Limited Liability Company: |
| Big Boss, LLC                                     |                   | 07/23/2018            | Limited Liability Company: |
| Cobalt Media Capital Limited                      |                   | 07/23/2018            | Company:                   |
| Contentco Acquisition Company LLC                 |                   | 07/23/2018            | Limited Liability Company: |
| Contentfilm Beep Limited                          |                   | 07/23/2018            | Company:                   |
| Contentfilm Heartbreakers Limited                 |                   | 07/23/2018            | Company:                   |
| Contentfilm Jellabies Limited                     |                   | 07/25/2018            | Company:                   |
| Contentfilm Muggers Limited                       |                   | 07/23/2018            | Company:                   |
| Contentfilm Music Limited                         |                   | 07/23/2018            | Company:                   |
| Contentfilm Pictures Limited                      |                   | 07/23/2018            | Company:                   |
| Contentfilm Productions Limited                   |                   | 07/23/2018            | Company:                   |
| Contentfilm Rainbow Limited                       |                   | 07/23/2018            | Company:                   |
| Contentfilm The Sea Change Limited                |                   | 07/23/2018            | Company:                   |
| Contentfilm UK Distribution Limited               |                   | 07/23/2018            | Company:                   |
| Contentfilm Wheels Limited                        |                   | 07/23/2018            | Company:                   |
| Content International Film and Television Limited |                   | 07/23/2018            | Company:                   |
| Kew Media Group US, Inc.                          |                   | 07/23/2018            | Corporation:               |
| Kew Media Group UK Limited                        |                   | 07/23/2018            | Company:                   |
| Kew Media Group UK Holdings Limited               |                   | 07/23/2018            | Company:                   |
| Corpus LLC  |                   | 07/23/2018            | Limited Liability Company: |
| Fireworks Acquisition Limited                     |                   | 07/23/2018            | Company:                   |
| Kew Media Group Inc.                              |                   | 07/23/2018            | Corporation:               |
| Never Die Productions LLC                         |                   | 07/23/2018            | Limited Liability Company: |

TRADEMARK

| Name                                      | Formerly | Execution Date | Entity Type                |
|---|----------|----------------|----------------------------|
| Newinco 1410 Limited                      |          | 07/23/2018     | Company:                   |
| O.K Corrales, LLC                         |          | 07/23/2018     | Limited Liability Company: |
| Feature Film Company Limited, The         |          | 07/23/2018     | Corporation:               |
| Guys Film Company, Inc., The              |          | 07/23/2018     | Corporation:               |
| Tool Time LLC                             |          | 07/23/2018     | Limited Liability Company: |
| Winchester Films, Inc.                    |          | 07/23/2018     | Corporation:               |
| Architect Films Inc.                      |          | 07/23/2018     | Corporation:               |
| Bristow Global Media Inc.                 |          | 07/23/2018     | Corporation:               |
| Frantic Films Corporation                 |          | 07/23/2018     | Corporation:               |
| Media Headquarters Film & Television Inc. |          | 07/23/2018     | Corporation:               |
| Our House Media Inc.                      |          | 07/23/2018     | Corporation:               |
| Sienna Films Inc.                         |          | 07/23/2018     | Corporation:               |
| Sienna Films Rights Inc.                  |          | 07/23/2018     | Corporation:               |
| Sienna Distribution Inc.                  |          | 07/23/2018     | Corporation:               |
| Sienna Films Productions X Inc.           |          | 07/23/2018     | Corporation:               |
| Sienna Films Productions XIV Inc.         |          | 07/23/2018     | Corporation:               |
| Sienna Films Productions XV Inc.          |          | 07/23/2018     | Corporation:               |
| Sienna Films Productions XVI Inc.         |          | 07/23/2018     | Corporation:               |
| Sienna Films Productions XVII Inc.        |          | 07/23/2018     | Corporation:               |
| TCB Media Rights Ltd.                     |          | 07/23/2018     | Company:                   |
| Flipnmove Productions                     |          | 07/23/2018     | Corporation:               |

#### RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Suntrust Bank, as Administrative Agent |
| <b>Street Address:</b> | 211 Perimeter Center Parkway, Ste. 100 |
| <b>City:</b>           | Atlanta                                |
| <b>State/Country:</b>  | GEORGIA                                |
| <b>Postal Code:</b>    | 30346                                  |
| <b>Entity Type:</b>    | Corporation: GEORGIA                   |

#### PROPERTY NUMBERS Total: 3

| Property Type               | Number  | Word Mark                       |
|-----------------------------|---------|---------------------------------|
| <b>Registration Number:</b> | 4116402 | CONTENT FILM TELEVISION DIGITAL |
| <b>Registration Number:</b> | 4116395 | CONTENT MEDIA CORPORATION       |

**TRADEMARK**

**REEL: 006421 FRAME: 0042**

| Property Type        | Number  | Word Mark                       |
|----------------------|---------|---------------------------------|
| Registration Number: | 4116396 | CONTENT FILM TELEVISION DIGITAL |

**CORRESPONDENCE DATA**

**Fax Number:** 7146686457

*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:** 714.668.6327

**Email:** barbaraalder@paulhastings.com

**Correspondent Name:** Barbara Alder

**Address Line 1:** Paul Hastings LLP

**Address Line 2:** 695 Town Center Drive, 17th Fl.

**Address Line 4:** Costa Mesa, CALIFORNIA 92626

|                           |                 |
|---------------------------|-----------------|
| <b>NAME OF SUBMITTER:</b> | Barbara Alder   |
| <b>SIGNATURE:</b>         | /Barbara Alder/ |
| <b>DATE SIGNED:</b>       | 08/24/2018      |

**Total Attachments: 13**

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|---|
| <b>TRADEMARK ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1

Stylesheet Version v1.2

|   |                   |                       |                            |
|---|-------------------|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>                           | NEW ASSIGNMENT    |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>                      | SECURITY INTEREST |                       |                            |
| <b>CONVEYING PARTY DATA</b>                       |                   |                       |                            |
| <b>Name</b>                                       | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>         |
| Kew Media International Limited                   |                   | 07/23/2018            | Company:                   |
| 2161244 Ontario Ltd.                              |                   | 07/23/2018            | Company:                   |
| Allumination Filmworks LLC                        |                   | 07/23/2018            | Limited Liability Company: |
| Big Boss, LLC                                     |                   | 07/23/2018            | Limited Liability Company: |
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| Contentco Acquisition Company LLC                 |                   | 07/23/2018            | Limited Liability Company: |
| Contentfilm Beep Limited                          |                   | 07/23/2018            | Company:                   |
| Contentfilm Heartbreakers Limited                 |                   | 07/23/2018            | Company:                   |
| Contentfilm Jellabies Limited                     |                   | 07/25/2018            | Company:                   |
| Contentfilm Muggers Limited                       |                   | 07/23/2018            | Company:                   |
| Contentfilm Music Limited                         |                   | 07/23/2018            | Company:                   |
| Contentfilm Pictures Limited                      |                   | 07/23/2018            | Company:                   |
| Contentfilm Productions Limited                   |                   | 07/23/2018            | Company:                   |
| Contentfilm Rainbow Limited                       |                   | 07/23/2018            | Company:                   |
| Contentfilm The Sea Change Limited                |                   | 07/23/2018            | Company:                   |
| Contentfilm UK Distribution Limited               |                   | 07/23/2018            | Company:                   |
| Contentfilm Wheels Limited                        |                   | 07/23/2018            | Company:                   |
| Content International Film and Television Limited |                   | 07/23/2018            | Company:                   |
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| Kew Media Group UK Limited                        |                   | 07/23/2018            | Company:                   |
| Kew Media Group UK Holdings Limited               |                   | 07/23/2018            | Company:                   |
| Corpus LLC  |                   | 07/23/2018            | Limited Liability Company: |
| Fireworks Acquisition Limited                     |                   | 07/23/2018            | Company:                   |
| Kew Media Group Inc.                              |                   | 07/23/2018            | Corporation:               |
| Never Die Productions LLC                         |                   | 07/23/2018            | Limited Liability Company: |
| Newinco 1410 Limited                              |                   | 07/23/2018            | Company:                   |

TRADEMARK

REEL: 006421 FRAME: 0044

|   |  |            |                            |
|---|--|------------|----------------------------|
| O.K Corrales, LLC                         |  | 07/23/2018 | Limited Liability Company: |
| Feature Film Company Limited, The         |  | 07/23/2018 | Corporation:               |
| Guys Film Company, Inc., The              |  | 07/23/2018 | Corporation:               |
| Tool Time LLC                             |  | 07/23/2018 | Limited Liability Company: |
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| Frantic Films Corporation                 |  | 07/23/2018 | Corporation:               |
| Media Headquarters Film & Television Inc. |  | 07/23/2018 | Corporation:               |
| Our House Media Inc.                      |  | 07/23/2018 | Corporation:               |
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| Sienna Films Productions XVI Inc.         |  | 07/23/2018 | Corporation:               |
| Sienna Films Productions XVII Inc.        |  | 07/23/2018 | Corporation:               |
| TCB Media Rights Ltd.                     |  | 07/23/2018 | Company:                   |
| Flipnmove Productions                     |  | 07/23/2018 | Corporation:               |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | SunTrust Bank, as Administrative Agent |
| <b>Street Address:</b> | 211 Perimeter Center Parkway, Ste. 100 |
| <b>City:</b>           | Atlanta                                |
| <b>State/Country:</b>  | GEORGIA                                |
| <b>Postal Code:</b>    | 30346                                  |
| <b>Entity Type:</b>    | Chartered Bank: UNKNOWN                |

**PROPERTY NUMBERS Total: 3**

| Property Type               | Number  | Word Mark                       |
|-----------------------------|---------|---------------------------------|
| <b>Registration Number:</b> | 4116402 | CONTENT FILM TELEVISION DIGITAL |
| <b>Registration Number:</b> | 4116395 | CONTENT MEDIA CORPORATION       |
| <b>Registration Number:</b> | 4116396 | CONTENT FILM TELEVISION DIGITAL |

**CORRESPONDENCE DATA****TRADEMARK****REEL: 006421 FRAME: 0045**

**Fax Number:** 7146686457  
**Phone:** 714.668.6327  
**Email:** barbaraalder@paulhastings.com  
*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.*  
**Correspondent Name:** Barbara Alder  
**Address Line 1:** Paul Hastings LLP  
**Address Line 2:** 695 Town Center Drive, 17th Fl.  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**NAME OF SUBMITTER:**

Barbara Alder

**Signature:**

/Barbara Alder/

**Date:**

07/30/2018

**Total Attachments: 10**

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**RECEIPT INFORMATION**

**ETAS ID:** TM483943  
**Receipt Date:** 07/30/2018  
**Fee Amount:** \$90

**TRADEMARK****REEL: 006421 FRAME: 0046**

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

July 23, 2018

WHEREAS, Kew Media International Limited (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 Revolving Credit Agreement dated as of July 28, 2017 (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 lenders referred to therein (the “Lenders”) and SunTrust Bank, as administrative agent (in such capacity, the “Administrative Agent”), the Lenders have agreed to make Loans to or for the benefit of the Borrower and extend certain other financial accommodations to the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement and the other Loan Documents, 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 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, pursuant to that certain Trademark Security Agreement dated as of July 28, 2017, by and among each Pledgor party thereto and accepted by the Administrative Agent (the “Existing Trademark Security Agreement”), such Pledgors confirmed and made of record the grant of a security interest in the Trademark Collateral under and as defined therein; and

WHEREAS, the parties hereto desire to amend and restate the Existing Trademark Security Agreement in its entirety on the terms set forth herein; 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) 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 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, 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 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 to cause the Borrower, and Borrower hereby agrees, to ensure that all registrations for material Trademarks which remain in use by the relevant Pledgor are kept in force for the duration of this Agreement, and to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters 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 such Pledgor, 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 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 Amended and Restated Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.



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 may 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 if either (a) 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) there exists an ongoing Event of Default (in which event the Administrative Agent may take such steps and institute such suits or proceedings without notice). The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of any of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly 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 and the other Loan Documents. 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 and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This 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 that 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 10.1 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 Loan 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 Loan Documents.

**THIS AMENDED AND RESTATED 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 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.

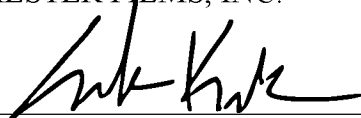
The parties hereto hereby acknowledge and agree that (a) this Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement and (b) the Existing Trademark Security Agreement and all security interests previously created and/or 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 Trademark Security Agreement.

*[Signature Pages Follow]*


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

PLEDGORS:

KEW MEDIA INTERNATIONAL LIMITED  
2161244 ONTARIO LTD.  
ALLUMINATION FILMWORKS LLC  
BIG BOSS, LLC  
COBALT MEDIA CAPITAL LIMITED  
CONTENTCO ACQUISITION COMPANY LLC  
CONTENTFILM BEEP LIMITED  
CONTENTFILM HEARTBREAKERS LIMITED  
CONTENTFILM JELLABIES LIMITED  
CONTENTFILM MUGGERS LIMITED  
CONTENTFILM MUSIC LIMITED  
CONTENTFILM PICTURES LIMITED  
CONTENTFILM PRODUCTIONS LIMITED  
CONTENTFILM RAINBOW LIMITED  
CONTENTFILM THE SEA CHANGE LIMITED  
CONTENTFILM UK DISTRIBUTION LIMITED  
CONTENTFILM WHEELS LIMITED  
CONTENT INTERNATIONAL FILM AND  
TELEVISION LIMITED  
KEW MEDIA GROUP US, INC.  
KEW MEDIA GROUP UK LIMITED  
KEW MEDIA GROUP UK HOLDINGS LIMITED  
CORPUS LLC  
FIREWORKS ACQUISITION LIMITED  
KEW MEDIA GROUP INC.  
NEVER DIE PRODUCTIONS LLC  
NEWINCCO 1410 LIMITED  
O.K. CORRALES, LLC  
THE FEATURE FILM COMPANY LIMITED  
THE GUYS FILM COMPANY, INC.  
TOOL TIME LLC  
WINCHESTER FILMS, INC.

By:   
Name: Erick Kwak  
Title: Authorized Signatory

ARCHITECT FILMS INC.  
BRISTOW GLOBAL MEDIA INC.  
FRANTIC FILMS CORPORATION  
MEDIA HEADQUARTERS FILM &  
TELEVISION INC.  
OUR HOUSE MEDIA INC.  
SIENNA FILMS INC.  
SIENNA FILMS RIGHTS INC.  
SIENNA DISTRIBUTION INC.  
SIENNA FILMS PRODUCTIONS X INC.  
SIENNA FILMS PRODUCTIONS XIV INC.  
SIENNA FILMS PRODUCTIONS XV INC.  
SIENNA FILMS PRODUCTIONS XVI INC.  
SIENNA FILMS PRODUCTIONS XVII INC.  
TCB MEDIA RIGHTS LTD

By:   
Name: Erick Kwak  
Title: Authorized Signatory

FLIPNMOVE PRODUCTIONS

By:   
Name: Erick Kwak  
Title: Authorized Signatory

ACCEPTED:

SUNTRUST BANK,  
as Administrative Agent

By: 

Name: Sutton Fannon

Title: Director

Signature Page to Amended and Restated Trademark Security Agreement

**TRADEMARK**  
**REEL: 006421 FRAME: 0054**

Schedule A  
to Amended and Restated Trademark Security Agreement

TRADEMARKS

| Trademark                              | Registrant                                  | Jurisdiction  | Registration<br>or<br>Application<br>Number | Date of<br>Registration<br>or<br>Application | Licenses and<br>Other<br>Authorized<br>Uses   |
|--|---|---------------|---|--|---|
| Kew Media Group                        | Kew Media Group Inc.                        | Canada        | 1 756 988                                   | Dec. 2, 2015                                 | None  |
| Content Film Television Digital (Logo) | Content Media Corporation Worldwide Limited | United States | 4116402                                     | Mar. 20, 2012                                | None  |
| Content Media Corporation (Word)       | Content Media Corporation plc               | United States | 4116395                                     | Mar. 20, 2012                                | None  |
| Content Film Television Digital (Word) | Content Media Corporation Worldwide Limited | United States | 4116396                                     | Mar. 20, 2012                                | None  |
| Fireworks & Design                     | Fireworks Entertainment, Inc.               | Canada        | TMA505,206                                  | Dec. 7, 1998                                 | Trademark Assignment and License Agreement dated as of July 20, 2005 by and between Fireworks Entertainment, Inc. and ContentFilm International Limited |
| Frantic Films (Word)                   | Frantic Films Corporation                   | Canada        | TMA601,277                                  | Feb. 3, 2004                                 | None  |
| Frantic Films (Logo)                   | Frantic Films Corporation                   | Canada        | TMA600,990                                  | Jan. 30, 2004                                | None  |

Schedule B  
to Amended and Restated Trademark Security Agreement

TRADEMARK LICENSES

None, except for trademark licenses in the ordinary course, in connection with the Items of Product listed in Schedule 4.24(a) of the Revolving Credit Agreement.