

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blistering Montage Films, LLC		11/13/2018	Limited Liability Company: DELAWARE
Don Quixote, Inc.		11/13/2018	Corporation: DELAWARE
HE PRO TUNES, INC.		11/13/2018	Corporation: DELAWARE
HEGOA INC.		11/13/2018	Corporation: DELAWARE
HEP MUSIC, INC.		11/13/2018	Corporation: DELAWARE
HEP SS Music Inc.		11/13/2018	Corporation: DELAWARE
HODGES PRODUCTIONS, LLC		11/13/2018	Limited Liability Company: DELAWARE
Independent Projects, Inc.		11/13/2018	Corporation: DELAWARE
LIBRARY STORAGE, INC.		11/13/2018	Corporation: DELAWARE
METROPOLITAN PRODUCTIONS, INC.		11/13/2018	Corporation: DELAWARE
NGP HOLDING, Inc.		11/13/2018	Corporation: DELAWARE
RHIE Holdings Inc.		11/13/2018	Corporation: DELAWARE
Sandman Productions, LLC		11/13/2018	Limited Liability Company: DELAWARE
SLB PRODUCTIONS, INC.		11/13/2018	Corporation: DELAWARE
SONAR CAPITAL I, LLC		11/13/2018	Limited Liability Company: DELAWARE
SONAR ENTERTAINMENT DISTRIBUTION, LLC		11/13/2018	Limited Liability Company: DELAWARE
SONAR ENTERTAINMENT HOLDINGS II, LLC		11/13/2018	Limited Liability Company: DELAWARE
Sonar Entertainment Holdings III, LLC		11/13/2018	Limited Liability Company: DELAWARE
SONAR ENTERTAINMENT PRODUCTIONS, LLC		11/13/2018	Limited Liability Company: DELAWARE
Sonar Entertainment Subdistribution, LLC		11/13/2018	Limited Liability Company: DELAWARE
Sonar Entertainment, Inc.		11/13/2018	Corporation: DELAWARE
SONAR ENTERTAINMENT, LLC		11/13/2018	Limited Liability Company: DELAWARE
SONAR INTERNATIONAL DISTRIBUTION, INC.		11/13/2018	Corporation: DELAWARE

CH \$190.00 4200018

RECEIVING PARTY DATA

Name:	MidCap Financial Trust, as Agent
Street Address:	c/o MidCap Financial Services, LLC, 7255 Woodmont Avenue, Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Statutory Trust: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4200018	RHI ENTERTAINMENT
Registration Number:	4200019	RHI ENTERTAINMENT
Registration Number:	3600344	SONAR ENTERTAINMENT
Registration Number:	4870962	SONAR ENTERTAINMENT
Registration Number:	4870967	SONAR ENTERTAINMENT
Registration Number:	4870968	SONAR ENTERTAINMENT
Registration Number:	4870969	SONAR ENTERTAINMENT

CORRESPONDENCE DATA**Fax Number:**

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: 212.318.6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ ALANA GRAMER
DATE SIGNED:	11/13/2018

Total Attachments: 9

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

As of November 13, 2018

WHEREAS, Sonar Entertainment, Inc. (the “Parent”), the other Borrowers and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (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, Guaranty and Pledge Agreement dated as of the date hereof (as the same may 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 ascribed to such terms in the Credit Agreement), among the Pledgors, MidCap Financial Trust, as Agent and as a Lender, and the additional Lenders from time to time party thereto, the Lenders have agreed to make Loans to or for the benefit of the Pledgors and extend certain other financial accommodations to the Pledgors; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Pledgor has granted to the Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Pledgor including, without limitation, all right, title and interest of the Pledgors in, to and under all of such Pledgor’s 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 such Pledgor, 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 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 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 material or exclusive Trademark license (except for any such Trademark license made pursuant to a content license arrangement entered into in the ordinary course of business and the primary purposes of which is not the license of Trademark rights) 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;

provided, that Trademark Collateral shall in no event include Excluded Property.

Each Pledgor agrees to cause the Parent, and the Parent 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 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 Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the 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 Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Agent (for the benefit of the Secured Parties) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Financing 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 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 Agent reasonably believes

constitutes an unauthorized or unlawful use of the Trademark Collateral, then and in any such event, the Agent may take such reasonable steps and institute such reasonable suits or proceedings as the 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 Agent, or (b) there exists an ongoing Event of Default (in which event the Agent may take such steps and institute such suits or proceedings without notice). The 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 Agent hereby agrees to promptly give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Agent pursuant to this paragraph and each of the Pledgors agrees to assist the Agent with any steps taken, or any suits or proceedings instituted by the Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each of the Pledgors and the Agent do hereby further acknowledge and affirm that the rights and remedies of the 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 Trademark Security Agreement is made for collateral purposes only. Promptly following the Obligations Repayment Date, the 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 or advisable to terminate the security interest of the Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Agent (on behalf of the Secured Parties) will provide notice(s) required under the Credit Agreement and will deliver such notice(s) in accordance with Section 12.3 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 Financing 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 Financing Documents.

THIS TRADEMARK SECURITY AGREEMENT, AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN

ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof, and the parties waive any right they may have to object to said treatment.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Trademark Security Agreement to be duly executed as of the date first written above.

SONAR ENTERTAINMENT, INC.
BLISTERING MONTAGE FILMS, LLC
DON QUIXOTE, INC.
HEGOA INC.
HEP MUSIC, INC.
HE PRO TUNES, INC.
HEP SS MUSIC INC.
HODGES PRODUCTIONS, LLC
INDEPENDENT PROJECTS, INC.
LIBRARY STORAGE, INC.
METROPOLITAN PRODUCTIONS, INC.
NGP HOLDING, INC. »
RHIE HOLDINGS INC.
SANDMAN PRODUCTIONS, LLC
SLB PRODUCTIONS, INC.
SONAR CAPITAL I, LLC
SONAR ENTERTAINMENT, LLC
SONAR ENTERTAINMENT DISTRIBUTION, LLC
SONAR ENTERTAINMENT HOLDINGS II, LLC
SONAR ENTERTAINMENT HOLDINGS III, LLC
SONAR ENTERTAINMENT PRODUCTIONS, LLC
SONAR ENTERTAINMENT SUBDISTRIBUTION, LLC
SONAR INTERNATIONAL DISTRIBUTION, INC.

By: 

Name: Chan Park

Title: Authorized Signatory

ACCEPTED:

MIDCAP FINANCIAL TRUST,
as Agent

By: Apollo Capital Management, L.P.,
its Investment Manager

By: Apollo Capital Management GP, LLC,
its General Partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

{Signature Page to Trademark Security Agreement}

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

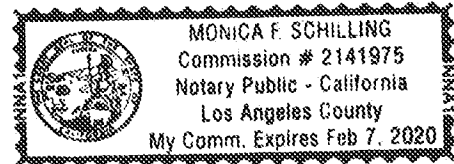
STATE OF CALIFORNIA

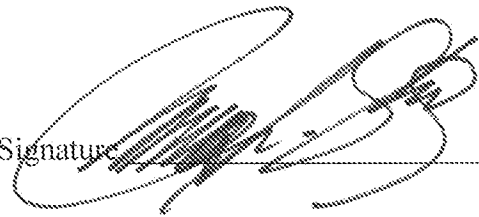
COUNTY OF LOS ANGELES

On NOVEMBER 13th, 2018, before me, MONICA F. SCHILLING, Notary Public, personally appeared CHAN SUK PARK who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

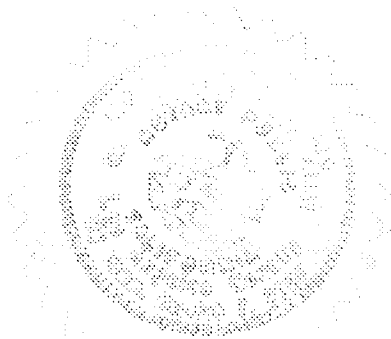
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 

[SEAL]



Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Trademark</u>	<u>Owner (Pledgor)</u>	<u>Registration / Serial No.</u>	<u>Registration Date</u>
RHI ENTERTAINMENT	Sonar Entertainment, LLC	4,200,018	Aug. 28, 2012
RHI ENTERTAINMENT	Sonar Entertainment, LLC	4,200,019	Aug. 28, 2012
SONAR ENTERTAINMENT	Sonar Entertainment, LLC	3,600,344	Mar. 31, 2009
SONAR ENTERTAINMENT	Sonar Entertainment, LLC	4,870,962	Dec. 15, 2015
SONAR ENTERTAINMENT	Sonar Entertainment, LLC	4,870,967	Dec. 15, 2015
SONAR ENTERTAINMENT	Sonar Entertainment, LLC	4,870,968	Dec. 15, 2015
SONAR ENTERTAINMENT	Sonar Entertainment, LLC	4,870,969	Dec. 15, 2015

[End of Schedule A]

TRADEMARK LICENSES

None.

[End of Schedule B]

[Schedule B]