

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520623

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	103680340

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OVERLINE CAPITAL LLC		03/29/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SYNOVUS BANK, as successor by merger with FLORIDA COMMUNITY BANK, N.A.
Street Address:	1148 BROADWAY
City:	COLUMBUS
State/Country:	GEORGIA
Postal Code:	31901
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	75073472	MR. HERO
Serial Number:	74540149	MR. HERO
Serial Number:	75009258	ACORNA
Serial Number:	74692544	IBOTS
Serial Number:	74604120	WHEEL OF WORLDS
Serial Number:	74597399	LADY JUSTICE
Serial Number:	74597255	XANDER
Serial Number:	74583703	MIKE DANGER
Serial Number:	74582376	THE NEWMATIC MAN
Serial Number:	74568911	TEKNOPHAGE
Serial Number:	74540151	PRIMORTALS
Serial Number:	74539666	PRIMORTALS
Serial Number:	74534492	LOST UNIVERSE
Serial Number:	74534491	LOST UNIVERSE

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: 9547669930
Email: bah@angelolaw.com
Correspondent Name: Betsy Henson, Legal Assistant
Address Line 1: 515 East Las Olas Boulevard
Address Line 2: Suite 850
Address Line 4: Fort Lauderdale, UNITED STATES 33301

NAME OF SUBMITTER:	Betsy Henson
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SIGNATURE:	/bah/
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DATE SIGNED:	04/24/2019
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Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2019 by OVERLINE CAPITAL LLC, a Delaware limited liability company (the "Grantor"), in favor of SYNOVUS BANK, as successor by merger with FLORIDA COMMUNITY BANK, N.A. (the "Lender").

RECITALS

A. The Grantor, HOLLYWOOD.COM HOLDINGS, LLC, a Delaware limited liability company, R&S INVESTMENTS, LLC, a Delaware limited liability company, MITCHELL RUBENSTEIN and LAURIE S. SILVERS (individually and/or collectively, the "Borrower") have entered into that certain Loan Agreement dated as of October 15, 2015, as modified by that certain Amendment and Ratification of Loan Agreement dated as of even date herewith (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which the Lender has agreed to make a modify and increase a loan previously made to Borrower.

B. In connection therewith, Grantor and Lender are entering into this Agreement to secure the payment of all amounts owing by the Borrower under the Note, the Loan Agreement and the other Loan Documents, including, without limitation, any Swap Transaction Documents.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

Notwithstanding anything to the contrary contained in any of the Loan Documents, Lender shall not disturb the rights of any future third party licensee of the Trademark Collateral under a license for film, television, video or digital rights, so long as the licensee is not in breach of its obligations to Grantor under the license. Upon Grantor's request with respect to a particular licensee, Lender will negotiate, execute and deliver a non-disturbance agreement with the licensee, in form reasonably acceptable to the Lender, Grantor and the licensee.

[CONTINUES ON THE FOLLOWING PAGE]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Mark	Type	Serial Number	Registration Number	Date of Filing	Date of Registration
MR. HERO	Trademark	75073472	2045837	March 15, 1996	March 18, 1997
MR. HERO	Trademark	74540149	2057778	June 20, 1994	April 29, 1997
ACORNA	Trademark	75009258	2155238	October 23, 1995	May 5, 1998
IBOTS	Trademark	74692544	2053415	June 23, 1995	April 15, 1997
WHEEL OF WORLDS	Trademark	74604120	2005082	November 29, 1994	October 1, 1996
LADY JUSTICE	Trademark	74597399	2006901	November 10, 1994	October 8, 1996
XANDER	Trademark	74597255	2044364	November 10, 1994	March 11, 1997
MIKE DANGER	Trademark	74583703	2004951	October 11, 1994	October 1, 1996
THE NEWMATIC MAN	Trademark	74582376	2006835	October 5, 1994	October 8, 1996
TEKNOPHAGE	Trademark	74568911	2034174	August 15, 1994	January 28, 1997
PRIMORTALS	Trademark	74540151	2006703	June 20, 1994	October 8, 1996
PRIMORTALS	Trademark/ Service Mark	74539666	2055777	June 20, 1994	April 22, 1997
LOST UNIVERSE	Trademark	74534492	2039279	June 7, 1994	February 18, 1997
LOST UNIVERSE	Trademark	74534491	2027469	June 7, 1994	December 31, 1996