

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premiere Bobine, Inc.		05/28/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	200 BAY STREET, SOUTH TOWER		
Internal Address:	12TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4522833	ROE REEL ONE ENTERTAINMENT	
Registration Number:	4662328	AT 17	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	05/30/2019		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

May [28], 2019

WHEREAS, Premiere Bobine, Inc. (the "Grantor") now owns or holds 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 Agreement, dated February 26, 2019 and acknowledged and accepted on March 6, 2019 (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"), among Blue Junction Canada Inc., as Borrower (the "Borrower"), the Guarantors referred to therein, including the Grantor, and Royal Bank of Canada, as Lender (the "Lender"), the Lender has agreed to make loans to the Borrower; and

WHEREAS, pursuant to the terms of (i) the Hypothec by Grantor in favor of Lender, dated as of April 8, 2019 (the "Hypothec"; capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Hypothec) and (ii) the Credit Agreement, the Grantor has guaranteed all of the Obligations of the Borrower and granted to the Lender a security interest in and to all personal property of the Grantor whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor'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 the Grantor, 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 which 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;

WHEREAS, the Lender and the Grantor 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; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Lender, as security for the Obligations, a continuing security interest in all of the Grantor'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 the Grantor:

(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 the Grantor 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.

Within sixty (60) days after the Grantor registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A hereto or in any Trademark license (pursuant to which Grantor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Grantor agrees to deliver updated copies of Schedule A and Schedule B to the Lender, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantor, such further instruments or documents (in form and substance reasonably satisfactory to the Lender), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Lender, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Lender, to carry out the provisions and purposes of the Credit Agreement, the Hypothec and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Lender granted pursuant to the Credit Agreement, the Hypothec, this Trademark Security Agreement, and the other agreements relating to the Trademark Collateral or any portion thereof.

The Grantor agrees that if any Person shall do or perform any act(s) which the Lender believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Grantor, the Lender or if any Person shall do or perform any acts which the Lender reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantor (or if an Event of Default is at the time continuing, then without notice), the Lender may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Lender may 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. The Lender may take such steps or

institute such suits or proceedings in its own name or in the name of the Grantor or in the names of the parties jointly. The Lender hereby agrees to promptly give the Grantor notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and the Grantor agrees to provide reasonable assistance to the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement and the Hypothec. Each of the Grantor and the Lender does hereby further acknowledge and affirm that the rights and remedies of the Lender 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, without limitation, certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement and the Hypothec, 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 all commitments under the Credit Agreement and the Hypothec have terminated and all Obligations have been indefeasibly paid in full and performed, the Lender shall promptly execute and deliver to the Grantor, at the Grantor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Credit Agreement or the Hypothec.

Subject to the terms and conditions of the Credit Agreement and the Hypothec, the Lender will provide the notice(s) required by the Credit Agreement and the Hypothec 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, the Hypothec and the other agreements relating to the Trademark Collateral to which it is a party, the Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement, the Hypothec and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.


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 Grantor has duly executed this Trademark Security Agreement as of the date first written above.

PREMIERE BOBINE, INC.

By: 
Name: Tom Berry
Title: President

Accepted:

ROYAL BANK OF CANADA,
as the Lender

By: _____
Name:
Title:


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

PREMIERE BOBINE, INC.

By: _____
Name:
Title:

Accepted:

ROYAL BANK OF CANADA,
as the Lender

By: 
Name: LUIGI PONCE
Title: MARKET MANAGER

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
USA	Premiere Bobine, Inc.		4522833	April 29, 2014	Service mark in "ROE Reel One Entertainment"
USA	Premiere Bobine, Inc.		4662328	December 30, 2014	Service mark in "at 17"

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES
