

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUCK ROGERS COMPANY, LLC		02/28/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ms. Diane McDevitt		
Street Address:	115 Airdale Road		
City:	Bryn Mawr		
State/Country:	PENNSYLVANIA		
Postal Code:	19010		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77831213	BUCK ROGERS	
Serial Number:	77831393	BUCK ROGERS	
Serial Number:	85512662	BUCK ROGERS IN THE 25TH CENTURY	
Serial Number:	86730066	KILLER KANE	
Serial Number:	86730074	DR. HUER	
Serial Number:	86730085	BLACK BARNEY	
Serial Number:	86730089	WILMA DEERING	
CORRESPONDENCE DATA			
Fax Number:	2155686499		
<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:	215-568-6400		
Email:	CBystrycki@vklaw.com		
Correspondent Name:	John J. O'Malley		
Address Line 1:	30 South 17th Street		
Address Line 2:	Suite 1800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	PFN-1A		
NAME OF SUBMITTER:	John J. O'Malley		

OP \$190.00 77831213

SIGNATURE:	/John J. O'Malley/
DATE SIGNED:	06/13/2019
Total Attachments: 4 source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED__-20190228#page1.tif source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED__-20190228#page2.tif source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED__-20190228#page3.tif source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED__-20190228#page4.tif	

NOTE

\$300,000.000

February 28, 2019

FOR VALUE RECEIVED, **BUCK ROGERS COMPANY, LLC.** a Pennsylvania limited liability company (hereinafter referred to as "Maker") hereby promises to pay to the order of **DIANE MCDEVITT** (herein referred to as "Payee") the principal sum of Three Hundred Thousand Dollars (\$300,000.00) together with interest thereon at the rate of Ten Percent (10%) per annum.

Principal and interest shall be payable, in lawful money of the United States, without setoff or deduction, at 115 Airdale Road, Bryn Mawr, Pennsylvania 19010 or such other place as the holder of this Note may designate, in the following manner:

Installments of principal and interest on this Note shall be paid upon demand following the Maker's agreement with a producer and/or a television or movie studio for a film or television production relating to **BUCK ROGERS**. The foregoing notwithstanding, the principal balance of this Note and all accrued and unpaid interest, shall be paid in full February 28, 2024.

Maker shall have the privilege of prepaying this Note in whole or in part, at any time without penalty. Any partial prepayment shall be applied to principal, and no partial prepayment shall postpone or interrupt monthly payments of interest accrued, fees and charges or the payment of the remaining principal balance, all of which shall continue to be due and payable at the time and in the manner set forth herein.

This Note is made pursuant to a Loan Agreement dated as of February 28, 2019 (the "Loan Agreement"). This Note is secured by a Security Agreement (the "Security Agreement") of even date, from Maker to Payee Placing (i) a First UCC Security Interest on all existing and future: contracts, accounts receivable, general intangibles and intellectual property, including without limitation, existing or pending copyrights, trademarks, service marks, trade names, leases and leasehold interests, tangible property, including without limitation, product, inventory, work in process, machinery, equipment, furniture and fixtures, and the proceeds thereof; and (ii) a Security Interest in Maker's intellectual property acquired by Maker from the Dille Family Trust pursuant to the agreement between Maker and the Dille Family Trust dated February 28, 2019. The aforesaid Loan Agreement and Security Agreement are hereinafter referred to as "Security Documents". Any failure by Maker or any other person obligated under the Security Documents to comply within the relevant grace periods specified therein, with the terms, covenants and conditions of the Security Documents shall constitute an "Event of Default" under this Note.

In addition, each of the following shall be an "Event of Default" hereunder:

1. The failure of Maker to pay Payee, or the holder of this Note, an installment of principal or interest when due.

2. The failure of Maker to pay Payee, or the holder of this Note, the principal amount of this Note in full, together with all accrued and unpaid interest, within five (5) years from the date of this Note;

3. The failure of Maker to observe or perform any other agreement or obligation under this Note or under the Security Documents within fifteen (15) days after written notice from Payee.

4. A default by Maker, or any of them, under any of the Security Documents

5. Entry of a money judgment against the Maker which is not satisfied within thirty (30) days after entry of the Judgment, or the filing of a voluntary or involuntary bankruptcy action against Maker, which is not dismissed within fifteen (15) days after the filing of the action;

Any written notice hereunder may be given by Certified mail, with a copy by ordinary mail, or by delivery to a private mail delivery company, and shall be effective when deposited in the mail, or deposited with such delivery company, whichever is applicable. The address for notices shall be:

For Maker: 940 W. Valley Road, Suite 1601, Wayne, Pennsylvania 19087

For Payee: 115 Airdale Road, Bryn Mawr, Pennsylvania 19010.

Upon occurrence of an Event of Default, the entire unpaid principal balance on this Note together with interest accrued thereon and with all other sums due or owed by Maker hereunder (including any unpaid fees) and under the terms of the Security Documents shall at the option of Payee, or the holder of this Note, and without notice to Maker become due and payable immediately with interest at the rate of Ten Percent (10%) per annum, together with a reasonable attorney's fee for collection not to exceed Ten Percent (10%) of the total amount then due by Maker to Payee, but in any event not less than Two Thousand Dollars (\$2,000.00); and payment of the same may be enforced and recovered by the entry of judgment on this Note and the issuance of execution thereon.

Maker hereby irrevocably authorizes and empowers any attorney or attorneys or the Prothonotary or Clerk of any Court of record in the Commonwealth of Pennsylvania, or elsewhere, at any time after an Event of Default to appear for Maker, or any of them, in any such court in an appropriate action there brought or to be brought against Maker, or any of them, at the suit of Payee, or any of them, or any holder of this Note, and therein to confess judgment against Maker, without notice or hearing, for the unpaid balance of the principal amount hereof of Three Hundred Thousand Dollars (\$300,000.00), together with accrued and unpaid interest thereon, and all other sums owed by Maker hereunder together with costs of suit and an attorney's fee for collection as aforesaid; and for so doing this Note or a copy hereof verified by affidavit shall be a sufficient warrant. After entry of judgment, interest on the amount of the judgment shall continue to accrue at the

rate specified above in this Note until the judgment has been paid in full.

The remedies of Payee provided herein and the warrant of attorney herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively and together at the sole discretion of Payee shall not be exhausted by one exercise thereof, and may be exercised as often as occasion therefore shall occur, including, without limitation, the right to again confess judgment against Maker to cure defects in a prior judgment where the prior judgment confessed hereunder has been stricken; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Maker hereby releases Payee and said attorney or attorneys from all errors, defects and imperfections whatsoever in entering judgment by confession hereon as aforesaid or in issuing any process or instituting any proceedings relating thereto and hereby waives all benefit that might accrue to Maker by virtue of any present or future laws or rights exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or requiring notice or a hearing prior thereto, or providing for any stay of execution, exemption from civil process or extension of time, and agrees that such property may be sold to satisfy any judgment entered on this Note or the Security Documents, in whole or in part and in any order as may be desired by Payee.

Maker waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all notices in connection with the delivery, acceptance, performance, default (except as otherwise provided in the loan documents), or enforcement of the payment of this Note; liability hereunder shall be unconditional.

Maker shall pay the cost of any revenue, tax or other stamps now or hereafter required by law at any time to be affixed to this Note; and if any taxes, not imposed under laws now in effect, be imposed with respect to debts secured by the Security Documents, or with respect to notes evidencing debts so secured Maker agrees to pay or to reimburse Payee upon demand the amount of such taxes and if Maker fails or refuses or is not legally permitted to do so, Payee may at its option accelerate this Note to maturity in the case of default by Maker. Nothing in this Paragraph shall be deemed to require Maker to pay income taxes, gross profits or capital stock taxes imposed generally against the Payee.

The words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of Payee and Maker.

Each person or entity named as Maker shall be fully liable for the obligations of the Maker hereunder, both jointly and severally.

This instrument shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania, except to the extent that those laws may be pre-empted by the

United States of America.

This Note is given in a business transaction.

The persons executing this Note on behalf of the corporate Maker are the duly authorized officers of Maker and their execution hereof is pursuant to corporate resolution authorizing the same.

Should any provision of this Note be held to be illegal or unenforceable the balance hereof shall be construed or if the illegal or unenforceable provision was not included.

THIS NOTE CONTAINS A CONFESSION OF JUDGMENT. A JUDGMENT MAY BE OBTAINED AGAINST YOU WITHOUT NOTICE AND AN OPPORTUNITY TO BE HEARD. HAVE YOUR ATTORNEY EXPLAIN A CONFESSION OF JUDGMENT.

IN WITNESS WHEREOF, Maker has duly executed this Note under the seal as of the date and year first above mentioned.

BUCK ROGERS COMPANY, LLC:

By: 
Brian McDevitt, Member