

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529175

<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>
Blue Fountain Media Inc.		06/24/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Pacific Trust Limited, as Security Agent		
<b>Street Address:</b>	18 Harcourt Road		
<b>Internal Address:</b>	1720, Tower One, Admiralty Centre		
<b>City:</b>	Hong Kong		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	Limited Co.: HONG KONG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4131343	BLUE FOUNTAIN MEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	821372-1		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	06/25/2019		
<b>Total Attachments: 5</b>			
source=6-25-19 Blue Fountain Media 1-TM#page1.tif			
source=6-25-19 Blue Fountain Media 1-TM#page2.tif			
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**TRADEMARK SECURITY AGREEMENT**

Trademark Security Agreement, dated as of June 24, 2019 (this "Trademark Security Agreement"), by BLUE FOUNTAIN MEDIA INC. (the "Grantor"), in favor of MADISON PACIFIC TRUST LIMITED, in its capacity as Security Agent pursuant to the Security Agreement (as defined below) (in such capacity, the "Security Agent").

**WITNESSETH:**

WHEREAS, the Grantor is party to a Security Agreement, dated as of June 24, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Security Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Finance Documents (as defined in the Security Agreement), the Grantor hereby agrees with the Security Agent as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** The Grantor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the following Collateral (excluding any Excluded Assets) of the Grantor: all registered Trademarks of such Grantor listed on Schedule I attached hereto and the goodwill associated therewith (collectively, the "Trademark Collateral").

**Section 3. The Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Agent shall otherwise determine. The parties agree that this Trademark Security Agreement may be recorded with the USPTO to publicly designate the rights and interests of the Security Agent and the Secured Parties herein and the Secured Parties herein and the Grantor authorizes the Security Agent and the Secured Parties to record this Trademark Security Agreement with the USPTO.

**Section 4. Termination.** Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Security Agent shall, at the Grantor's expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral under this Trademark Security Agreement which the Grantor may record with the USPTO.

**Section 5. Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*[Signature Pages Follow]*

BLUE FOUNTAIN MEDIA INC., as  
Grantor

By: 

Name:

Title:

Loh Tiak Koon

Director

*[Signature Page to Trademark Security Agreement]*

MADISON PACIFIC TRUST LIMITED, as  
Security Agent

By:   
Name: Gillian Chan  
Title: Director

*[Signature Page to Trademark Security Agreement]*

Schedule I to the  
Trademark Security Agreement  
(Trademark Registrations and Use Applications)

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Blue Fountain Media Inc.	Serial Number: 85398859 Registration Number: 4131343	Blue Fountain Media

Applications: None.