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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM538407

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHICKEN SOUP FOR THE SOUL ENTERTAINMENT, INC.		08/22/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PATRIOT BANK, N.A.
Street Address:	900 BEDFORD STREET
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	National Banking Association: CONNECTICUT

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5020861	CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROE
Registration Number:	4543876	TRULI
Registration Number:	4548004	TRULI

CORRESPONDENCE DATA

Fax Number: 2122925391

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) 292-5390

Email: mail@ipcounselors.com **Correspondent Name: EPSTEIN DRANGEL LLP** Address Line 1: 60 EAST 42ND STREET

Address Line 2: **SUITE 2520**

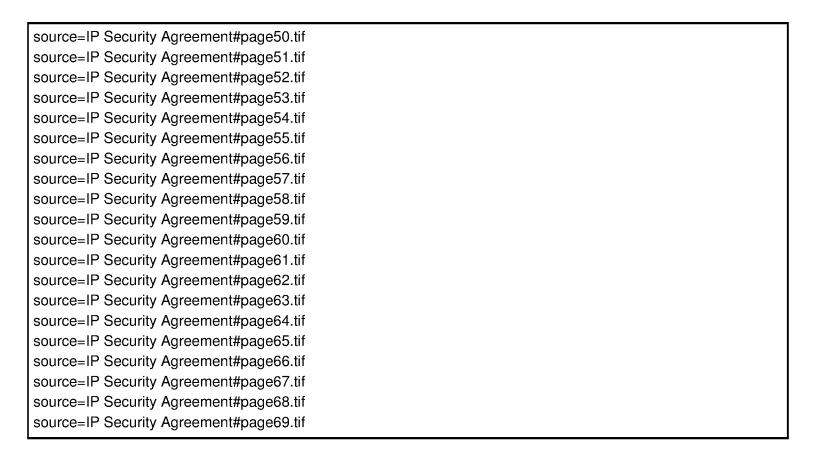
Address Line 4: NEW YORK, NEW YORK 10165

NAME OF SUBMITTER:	ROBERT L. EPSTEIN
SIGNATURE:	/ROBERT L. EPSTEIN/
DATE SIGNED:	08/27/2019

Total Attachments: 69

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AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 22nd day of August, 2019, by CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC., a Delaware corporation, having an address at 132 East Putnam Avenue, Cos Cob, Connecticut 06807 ("CSSE"), SCREEN MEDIA VENTURES, LLC, a Delaware limited liability company, having an address at 800 Third Avenue. 3rd Floor, New York, New York 10022 ("SMV" and together with CSSE, collectively, the "Borrower"), jointly and severally, BD PRODUCTIONS, LLC, a Connecticut limited liability company, having an address at c/o Chicken Soup for the Soul Entertainment Inc., 132 East Putnam Avenue, Cos Cob, Connecticut 06807 ("BD Productions"), 757 FILM ACQUISITION LLC, a Delaware limited liability company, having an address at c/o Screen Media Ventures, LLC, 800 Third Avenue, 3rd Floor, New York, New York 10022 ("757 Film Acquisition"), SCREEN MEDIA FILMS, LLC, a Delaware limited liability company, having an address at c/o Screen Media Ventures, LLC, 800 Third Avenue, 3rd Floor, New York, New York 10022 ("Screen Media"), PIVOTSHARE, INC., a Delaware corporation, having an address of 132 E. Putnam Avenue, Cos Cob, Connecticut 06807 ("Pivotshare"), A SHARP INC., a Delaware corporation, having an address of 132 E. Putnam Avenue, Cos Cob, Connecticut 06807 ("A Sharp"), and CRACKLE PLUS, LLC, a Delaware limited liability company, having an address of 132 E. Putnam Avenue, Cos Cob, Connecticut 06807 ("Crackle Plus" and together with BD Productions, 757 Film Acquisition, Screen Media, Pivotshare and A Sharp, collectively, the "Guarantor"; the Guarantor, together with the Borrower, is referred to herein, individually and collectively, as the "Grantor"), jointly and severally, in favor of PATRIOT BANK, N.A., having an address at 900 Bedford Street, Stamford, Connecticut 06901 (the "Lender") and is in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor and Lender, pursuant to which Lender, subject to the terms and conditions contained therein, agreed to make a \$16,000,000 term loan (the "Loan"), otherwise to extend credit and/or provide financial accommodations to Borrower; and

WHEREAS, reference is made to that certain Second Amended and Restated Guaranty Agreement, dated as of the date hereof, made by Guarantor in favor of Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty"), pursuant to which Guarantor guaranteed the Guaranteed Obligations (in each case where used herein, as defined in the Guaranty), which include the Obligations; and

WHEREAS, pursuant to Loan Agreement, Grantor has granted to Lender a security interest in and to the Collateral, as security for the Obligations and the Guaranteed Obligations; and

WHEREAS, the obligation of Lender to make the Loan is conditioned upon, among other things, the execution and delivery by Grantor of an agreement in the form hereof, pursuant to which Grantor confirms its grant of security interest provided in the Loan Agreement and further grants to Lender a security interest in and to the IP Collateral (as defined herein).

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NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Lender hereby agree as follows:

SECTION 1. Definitions.

- 1.1 <u>Generally</u>. All references herein to the "<u>UCC</u>" shall mean the Uniform Commercial Code as in effect in the State of Connecticut or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.
- 1.2 <u>Definition of Certain Terms Used Herein</u>. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyright" or "Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of Grantor or in which Grantor has any right, title or interest now or in the future (including, without limitation, all copyrights and like protections of other Persons), whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on Exhibit A, annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Copyright, including, without limitation, the agreements listed on Exhibit A, annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Domain Names" shall mean all domain names and domain name registration applications, that are owned by Grantor or in which Grantor has any right, title or interest, now or in the future (including, without limitation, the domain names and domain name registration applications of other Persons), including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on Exhibit D annexed hereto and made a part hereof, together with any Trademarks or goodwill of the business connected with, and symbolized by, any of the foregoing.

"<u>Domain Name Licenses</u>" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Domain Name or any Domain Name Rights, including, without limitation, the agreements listed on <u>Exhibit D</u>, annexed hereto and made a part hereof.

"<u>Domain Name Registry</u>" means, any domain name registry with whom the Domain Names are registered, including, without limitation, the Internet Corporation for Assigned Names and Numbers.

"Domain Name Rights" shall mean any and all past, present or future rights in, to and associated with any Domain Names and/or Domain Name Licenses throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise. Such interest and

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right shall be held to the full extent of the term for which the Domain Names or any registration, renewal or extension thereof is or may be granted to the extent permitted by law.

"Intellectual Property" shall have the meaning assigned to such term in SECTION 3 of this Agreement.

"IP Collateral" shall have the meaning assigned to such term in SECTION 2 of this Agreement.

"Lender" shall have the meaning assigned to such term in the preamble of this Agreement

"<u>Licenses</u>" shall mean, collectively, the Copyright Licenses, the Patent Licenses, the Trademark Licenses, the Domain Name Licenses and any other license providing for the grant by or to Grantor of any right under any Intellectual Property.

"Loan Agreement" shall have the meaning assigned to such term in the first whereas clause of this Agreement.

"Patents" shall mean all patents and applications for patents of Grantor or in which Grantor has any right, title or interest, now or in the future (including, without limitation, the patents and applications for patents of other Persons), and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on Exhibit B, annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Patent, including, without limitation, the agreements listed on Exhibit B, annexed hereto and made a part hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Trademark" or "Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor or in which Grantor has any right, title or interest, now or in the future (including, without limitation, any of the foregoing of other Persons), whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on Exhibit C, annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, the agreements listed on Exhibit C, annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest; Assignment of Domain Names. In furtherance and as confirmation of the security interest granted by Grantor to Lender under the Loan Agreement and as further security for the prompt payment and performance of all Obligations and all Guaranteed Obligations, Grantor hereby ratifies such security interest and grants to Lender a continuing security interest in and Lien upon all of the present and future right, title and interest of Grantor in and to the following property, and each item thereof, whether now owned or existing or

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hereafter acquired or arising, together with all additions to, accessions to, improvements to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the following property, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All Domain Names, Domain Name Licenses and Domain Name Rights;
- (e) All other Licenses;
- (f) All renewals of any of the foregoing;
- (g) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (h) All general intangibles (as defined in the UCC) connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (i) All accounts, accounts receivable, fees, income, royalties, damages and payments now and hereafter existing, arising, due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (j) All claims, causes of action and the right to sue (including, without limitation, all rights to and claims for damages, restitution and injunctive or other legal and equitable relief) for past, present and future infringements, misappropriations, violations, breaches, defaults, misuses and dilutions of any of the foregoing; and
- (k) All of Grantor's rights corresponding to any of the foregoing throughout the world.

In addition to, and not by way of limitation of, the grant of the security interest in and to the Domain Names, the Domain Name Licenses and the Domain Name Rights above, Grantor hereby irrevocably grants, assigns, transfers, conveys and sets over to Lender, Grantor's entire right, title and interest in and to the Domain Names, the Domain Name Licenses and the Domain

Name Rights; provided that such grant, assignment, transfer, conveyance and set over shall be and become of force and effect only upon or after the occurrence and during the continuance of an Event of Default. To effectuate such grant, assignment, transfer, conveyance and set over, Grantor has executed in blank and delivered to Lender an assignment of domain names and domain name rights in substantially the form of Exhibit D-1 hereto for each Grantor (collectively, the "Assignment of Domain Names"). Grantor hereby authorizes Lender to complete as assignee and record the Assignment of Domain Names, or take other appropriate steps to transfer effective ownership and control of the Domain Names, the Domain Name Licenses, and the Domain Name Rights, with the respective Domain Name Registry upon the occurrence and during the continuance of an Event of Default and/or the exercise of Lender's remedies under this Agreement and/or the Loan Documents. Grantor also hereby (i) covenants and agrees to provide Lender with an updated annex for the Assignment of Domain Names within five (5) days of Lender's request therefor, and (ii) authorizes Lender to update the annex to the Assignment of Domain Names, and attach a new annex to the Assignment of Domain Names, concurrently with the delivery of each update to Exhibit D provided by Grantor hereunder and prior to completing as assignee and recording the Assignment of Domain Names.

- SECTION 3. Protection of Intellectual Property by Grantor. Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f), (g) and (h) (collectively, the "Intellectual Property"):
 - (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property.
 - (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
 - (c) At Grantor's sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
 - (d) At Grantor's sole cost, expense, and risk, take any and all action which Grantor reasonably deems necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.
 - (e) Preserve and maintain all rights of Grantor in and to the Intellectual Property.
- SECTION 4. <u>Grantor's Representations, Warranties and Covenants</u>. In addition to any representations, warranties and covenants contained in any of the other Loan Documents, Grantor represents, warrants and covenants that:
 - (a) <u>Exhibit A</u> is a true, correct and complete list of all United States Copyrights owned by Grantor and all Copyright Licenses to which Grantor is a party as of the date hereof.

- (b) Exhibit B is a true, correct and complete list of all United States Patents owned by Grantor and all Patent Licenses to which Grantor is a party as of the date hereof.
- (c) <u>Exhibit C</u> is a true, correct and complete list of all United States Trademarks owned by Grantor and all Trademark Licenses to which Grantor is a party as of the date hereof.
- (d) Exhibit D is a true, correct and complete list of all Domain Names owned by Grantor and all Domain Name Licenses to which Grantor is a party as of the date hereof.
- (e) Except as set forth in <u>Exhibits A, B, C</u>, and <u>D</u>, none of the Intellectual Property owned by Grantor is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor as of the date hereof.
- (f) All IP Collateral owned by Grantor is, and shall remain, free and clear of all Liens, encumbrances, and/or security interests in favor of any Person, other than Permitted Liens.
- (g) Grantor shall not assign, transfer or otherwise alienate any IP Collateral, except for transfers to another Grantor as expressly permitted by, and in compliance with, Section 8.18 of the Loan Agreement, and, prior to effectuating any such transfer (i) delivering to Lender an updated Exhibit A, B, C and/or D to this Agreement, and (ii) executing such documents and making such filings and/or other recordings as Lender may request; provided, however, that notwithstanding the foregoing, in accordance with Section 8.18 of the Loan Agreement, Grantor may, in the ordinary course of its business and for value, without the consent of Lender, grant licensing or distribution rights with respect to any video content constituting IP Collateral for the purposes of dissemination or exhibition of such video content by Grantor or any third party, other than and excluding, in each case, the Specified Non-Guarantor Subsidiaries.
- (h) Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property. The use by Grantor of the Intellectual Property does not infringe upon the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect.
- (i) Grantor shall give Lender prompt written notice, with reasonable detail, following the occurrence of any of the following:
 - (i) Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by Grantor of the right to sell products containing the trademarks of others in the ordinary course of Grantor's business).
 - (ii) Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than (A) commercially

available off the shelf computer programs, products or applications and (B) Grantor's right to sell products containing the trademarks of others in the ordinary course of Grantor's business).

- (iii) Grantor's entering into any new Licenses with respect to the Intellectual Property (other than (A) commercially available off the shelf computer programs, products or applications and (B) Grantor's right to sell products containing the trademarks of others in the ordinary course of Grantor's business).
- (iv) Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office, any Domain Name Registry or any court or tribunal) regarding Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(i), above, all of which shall be deemed to be and treated as "Intellectual Property" and "IP Collateral" within the meaning of this Agreement, it being acknowledged and agreed that the parentheticals providing circumstances under which Grantor is not required to give Lender notice under SECTION 4(i) above shall not in any way limit or diminish the automatic application of this Agreement to, and the inclusion of such property or rights in the definitions of, the Intellectual Property and IP Collateral. Upon the acquisition by Grantor of any additional Intellectual Property, Grantor shall promptly deliver to Lender an updated Exhibit A, B, C and/or D (as applicable) to this Agreement and hereby authorizes Lender to file, at Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).
- (b) Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Lender may reasonably request to evidence Lender's security interest in any IP Collateral (including, without limitation, filings with the PTO, the Copyright Office, any Domain Name Registry or any similar office or registry), and Grantor hereby authorizes Lender and appoints Lender as its attorney-in-fact to execute, file and record all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.
- SECTION 6. <u>Grantor's Rights to Enforce Intellectual Property</u>. Prior to the occurrence of an Event of Default, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, <u>provided</u>, <u>however</u>, that:
 - (a) Grantor provides Lender with written notice of Grantor's institution of any legal proceedings to enforce its rights in any Intellectual Property.

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- (b) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.
- (c) Upon the occurrence and during the continuance of any Event of Default, Lender, by notice to Grantor, Lender may terminate or limit Grantor's rights under this SECTION 6.

SECTION 7. Lender's Actions to Protect Intellectual Property. In the event of:

- (a) Grantor's failure to observe or perform any of Grantor's covenants, agreements or other obligations hereunder and such failure continues for ten (10) days after the earlier of Grantor's knowledge of a breach of any such covenant, agreement or other obligation or Grantor's receipt of notice from Lender of any such breach; and/or
 - (b) the occurrence and continuance of any other Event of Default,

Lender, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in Lender's own right with respect to the IP Collateral.

SECTION 8. <u>Rights Upon Default</u>. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Lender under the other Loan Documents and at law and in equity, Lender may exercise all rights and remedies of a secured party under the UCC with respect to the IP Collateral, in addition to which Lender may sell, license, assign, transfer, or otherwise dispose of the IP Collateral. Any person may conclusively rely upon a written notice from Lender that an Event of Default has occurred, and that Lender is authorized to exercise such rights and remedies.

SECTION 9. Lender as Attorney-In-Fact; Directive to Other Persons.

- (a) Grantor hereby irrevocably makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as and for Grantor's true and lawful agent and attorney-in-fact, and in such capacity Lender shall have the right, with power of substitution for Grantor and in Grantor's name or otherwise, for the use and benefit of Lender:
 - (i) To supplement and amend from time to time Exhibits A, B, C and D of this Agreement and the annex to the Assignment of Domain Names to include any newly developed, applied for, registered, or acquired Intellectual Property of Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.
 - (ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights, remedies and powers referenced herein.
 - (iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers, and to take such actions, as Lender determines to be necessary or desirable in connection with the exercise of such rights, remedies and powers and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.

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- (iv) To preserve and protect all IP Collateral and Lender's Lien thereon.
- (v) Following the occurrence and during the continuance of an Event of Default, to maintain the IP Collateral, enjoy all benefits of the IP Collateral, and otherwise exercise any rights and/or privileges of Grantor with respect to the IP Collateral, and take any actions that Grantor could take with respect to the IP Collateral, in each case as if Lender was the owner thereof.
- (b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of Lender.
- (c) Lender shall not be obligated to do any of the acts or to exercise any of the rights, remedies and powers authorized by SECTION 9(a), but if Lender elects to do any such act or to exercise any of such rights, remedies and powers, it shall not be accountable for more than it actually receives as a result of such exercise of rights, remedies and powers, and shall not be responsible to Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and non-appealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of Lender.
- (d) Grantor hereby irrevocably directs all Persons, upon the receipt from Lender of written notice to the effect that an Event of Default has occurred and is continuing, to (i) recognize Lender as the owner or contracting party with respect to the IP Collateral for any and all purposes as fully as it would recognize or accept Grantor as such owner or contracting party and continue performance of such Person's covenants and obligations in favor of Lender; provided, that nothing in this Agreement shall obligate Lender to perform any of Grantor's covenants or obligations with respect to the IP Collateral unless Lender agrees to assume such covenants or obligations in writing. A written notice from Lender stating that an Event of Default shall have occurred and be continuing and that Lender has succeeded to all of Grantor's rights with respect to the applicable IP Collateral shall be sufficient notice to all Persons of such circumstances without the necessity for any consent by Grantor. Grantor hereby waives any claim whatsoever against any Person for any action taken by such Person at the written request of Lender pursuant to the terms of this Agreement.

SECTION 10. <u>Lender's Rights</u>. Any use by Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of Lender's rights, remedies and powers under this Agreement and the Loan Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by Grantor for the purpose of registering and confirming the grant of the security interest in the Collateral to Lender in the IP Collateral with the PTO, the Copyright Office and each Domain Name Registry. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of Lender thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and Loan Agreement, the terms of this Agreement shall control

with respect to the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights, remedies and powers created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination: Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein and therein shall terminate when all Obligations and Guaranteed Obligations have been indefeasibly paid and satisfied in full, at which time Lender shall execute and deliver to Grantor, at Grantor's expense, all UCC termination statements, releases and similar documents that Grantor shall reasonably request to evidence such termination; provided, however, that (i) Lender shall not be required to execute any such document on terms which, in its reasonable opinion, would, under applicable Law, expose Lender to liability or entail any adverse consequence other than the release of such Liens without recourse or warranty, and (ii) the Loan Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Obligation or any Guaranteed Obligation is rescinded or must otherwise be restored by Lender upon the bankruptcy or reorganization of Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, Lender.

SECTION 14. <u>Choice of Laws</u>. THIS AGREEMENT AND ALL CLAIMS WITH RESPECT THERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

SECTION 15. Waiver of Prejudgment Remedies. EACH PARTY HERETO EXPRESSLY ACKNOWLEDGES THAT THIS AGREEMENT AND EACH TRANSACTION RELATED TO IT IS A "COMMERCIAL TRANSACTION" WITHIN THE MEANING OF CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED. GRANTOR HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON IT UNDER CHAPTER 903a OF SAID STATUTES (OR ANY OTHER FEDERAL OR STATE LAW AFFECTING PREJUDGMENT REMEDIES) TO ANY PRIOR NOTICE OR PRIOR HEARING OR PRIOR COURT ORDER OR THE POSTING OF A BOND PRIOR TO LENDER OBTAINING A PREJUDGMENT REMEDY. GRANTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COUNSEL OF ITS CHOICE OR HAS HAD THE OPPORTUNITY TO RETAIN COUNSEL OF ITS CHOICE WITH RESPECT TO THIS TRANSACTION AND THIS AGREEMENT.

SECTION 16. <u>Counterparts: Execution</u>. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Lender has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means (e.g. PDF) shall be effective as delivery of a

manually executed counterpart of this agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable Law.

SECTION 17. Amendment and Restatement. This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement dated April 27, 2018 (as amended, supplemented or otherwise modified from time to time, the "Prior Agreement"), made by Borrower, BD Productions, 757 Film Acquisition and Screen Media in favor of Lender. Grantors acknowledge, agree and understand that (a) the obligations of Grantors as evidenced by the Prior Agreement shall continue in full force and effect, as amended and restated in their entirety by this Agreement, all of such obligations being hereby ratified and confirmed by Grantors; (b) any and all Liens, pledges, assignments and security interests in securing Grantors' obligations under the Prior Agreement shall continue in full force and effect, are hereby ratified and confirmed by Grantors. and are hereby acknowledged by Grantors to secure, among other things, all of Grantors' obligations to Lender under this Agreement with the same priority, operation and effect as that relating to the obligations under the Prior Agreement; and (c) nothing herein contained shall be construed to extinguish, release, or discharge, or constitute, create, or effect a novation of, or an agreement to extinguish, the obligations of Grantors with respected to the obligations originally described in the Prior Agreement or any of the Liens, pledges, assignments and security interests securing such obligations.

SECTION 18. "Continuing" Event of Default. An Event of Default shall be deemed to be "continuing" for all purposes of this Agreement and each of the other Loan Documents, notwithstanding any purported curing of such Event of Default, unless, prior to the receipt by Grantor of a notice from Lender stating that Lender shall have elected to accelerate the Obligations and/or the Guaranteed Obligations, Grantor shall have cured such Event of Default to the satisfaction of Lender and so notified Lender and Lender shall have accepted such cure in writing or Lender shall have waived such Event of Default in writing.

SIGNATURE PAGE FOLLOWS

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11

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Security Agreement as of the date and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR:

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC., a Delaware corporation

Name: Christopher R. Mitchell Title: Chief Financial Officer

Duly Authorized

SCREEN MEDIA VENTURES, LLC, a Delaware limited liability company

By: Chicken Soup for the Soul Entertainment Inc., a Delaware corporation Its Manager

Ω.,

Name: Christopher R. Mitche Title: Chief Financial Officer

Duly Authorized

Name: Jacqueire Ryan Mana Rapa

Warner Jacqueine Dryan
Name Maria Pappy

BD PRODUCTIONS, LLC,

a Connecticut limited liability company

By: Chicken Soup for the Soul Entertainment Inc., a Delaware corporation Its Manager

By:

Name: Christopher R. Mitchell Title: Chief Financial Officer

Duly Authorized

757 FILM ACQUISITION LLC, a Delaware limited liability company

By: Screen Media Ventures, LLC, a Delaware limited liability company, Its Manager

> By: Chicken Soup for the Soul Entertainment Inc., a Delaware corporation Its Manager

By

Name: Christopher R. Mitchell Title: Chief Financial Officer

Duly Authorized

SCREEN MEDIA FILMS, LLC, a Delaware limited liability company

By: Screen Media Ventures, LLC, a Delaware limited liability company, Its Manager

> By: Chicken Soup for the Soul Entertainment Inc., a Delaware corporation Its Manager

By

Name: Christopher R. Mitchell Title: Chief Financial Officer

Duly Authorized

Name:	gseline Ryan Jacqueine Ryan	
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PIVOTSHARE, INC., a Delaware corporation

By:

Name: Christopher R. Mitchell Title: Chief Financial Officer

Duly Authorized

A SHARP INC., a Delaware corporation

By:

Name: Christopher R. Mitchell Title: Chief Financial Officer

Duly Authorized

CRACKLE PLUS, LLC, a Delaware limited liability company

Д.,

Name: William J. Rouhana, Jr.

Title: Manager Duly Authorized

STATE OF CONNECTICUT)	Cos Cob
COUNTY OF FAIRFIELD) 33.	COS COO

On this the day of fuse 2019, before me, the undersigned officer, personally appeared Christopher R. Mitchell, who acknowledged himself to be the Chief Financial Officer of Chicken Soup for the Soul Entertainment Inc., a Delaware corporation, and that he, as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such officer and the free act and deed of the corporation, by signing the name of the corporation by himself as Chief Financial Officer.

In Witness Whereof I hereunto set my hand.

M. A. Notary Public

Notary Public

My Commission Expires: 4/30/3/

Commissioner of the Superior Court

STATE OF CONNECTICUT

Set: Cos Cob

COUNTY OF FAIRFIELD

In Witness Whereof I hereunto set my hand.

Notary Public

My Commissioner of the Superior Court

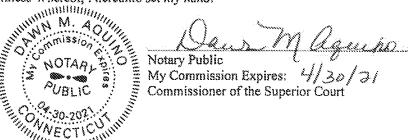
State of Connecticut

Set: Cos Cob

County Of FAIRFIELD

On this the 20th day of August 2019, before me, the undersigned officer, personally appeared Christopher R. Mitchell, who acknowledged himself to be the Chief Financial Officer of Chicken Soup for the Soul Entertainment Inc., a Delaware corporation, the Manager of Screen Media Ventures, LLC, a manager-managed Delaware limited liability company, and that he, as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such officer and the free act and deed of the limited liability company, by signing the name of the limited liability company by himself as Chief Financial Officer.

In Witness Whereof, I hereunto set my hand.



[Acknowledgement Page to Amended and Restated Intellectual Property Security Agreement]

STATE OF CONNECTICUT)
) ss: Cos Cob
COUNTY OF FAIRFIELD)

On this the day of August, 2019, before me, the undersigned officer, personally appeared Christopher R. Mitchell, who acknowledged himself to be the Chief Financial Officer of Chicken Soup for the Soul Entertainment Inc., a Delaware corporation, the Manager of BD Productions, LLC, a manager-managed Connecticut limited liability company, and that he, as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such officer and the free act and deed of the limited liability company, by signing the name of the limited liability company by himself as Chief Financial Officer.

In Witness Wingrowf, Lightcounto set my hand.

NOTAR TO N

.) ss COUNTY OF FAIRFIELD)

On this the day of chicken Soup for the Soul Entertainment Inc., a Delaware corporation, the Manager of Screen Media Ventures, LLC, a manager-managed Delaware limited liability company, the Manager of 757 Film Acquisition LLC, a manager-managed Delaware limited liability company, and that he, as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such officer and the free act and deed of the limited liability company, by signing the name of the limited liability company by himself as Chief Financial Officer.

In With the Where of Sevento set my hand.

Notary Public

My Commission Expires:

Commissioner of the Superior Court

[Acknowledgement Page to Amended and Restated Intellectual Property Security Agreement]

STATE OF CO	NNECTICUT)	
) ss:	Cos Cob
COUNTY OF	FAIRFIELD)	

On this the day of chicken Soup for the Soul Entertainment Inc., a Delaware corporation, the Manager of Screen Media Ventures, LLC, a manager-managed Delaware limited liability company, the Manager of Screen Media Films, LLC, a manager-managed Delaware limited liability company, and that he, as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such officer and the free act and deed of the limited liability company, by signing the name of the limited liability company by himself as Chief Financial Officer.

In Witness Wherewith hereunto set my hand.



Notary Public

My Commission Expires: 4/さんCommissioner of the Superior Court

STATE OF CONNECTICU

ss: Cos Cob

COUNTY OF FAIRFIELD

On this the day of Again, 2019 before me, the undersigned officer, personally appeared Christopher R. Mitchell, who acknowledged himself to be the Chief Financial Officer of Pivotshare, Inc., a Delaware corporation, and that he, as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such officer and the free act and deed of the corporation, by signing the name of the corporation by himself as Chief Financial Officer.

In Witness Whencof, I hereunto set my hand.

Notary Public

My Commission Expires:

Commissioner of the Superior Court

[Acknowledgement Page to Amended and Restated Intellectual Property Security Agreement]

STATE OF CONNECTICUT)	
) ss:	Cos Cob
COUNTY OF FAIRFIELD)	

On this the What day of August, 2019 before me, the undersigned officer, personally appeared Christopher R. Mitchell, who acknowledged himself to be the Chief Financial Officer of A Sharp Inc., a Delaware corporation, and that he, as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such officer and the free act and deed of the corporation, by signing the name of the corporation by himself as Chief Financial Officer.

In Witness Whereof, I hereunto set my hand.



Notary Public
My Commission Expires: 4/2/2/
Commissioner of the Superior Court

STATE OF CONNECTICUT)
ss: Cos Cob
COUNTY OF FAIRFIELD)

On this the 21St day of August, 2019, before me, the undersigned officer, personally appeared William J. Rouhana, Jr., who acknowledged himself to be a Manager of Crackle Plus, LLC, a manager-managed Delaware limited liability company, and that he, as such Manager, being authorized so to do executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such Manager and the free act and deed of the limited liability company, by signing the name of the limited liability company by himself as a Manager.

In Witness Whereof, I hereunto set my hand.



Notary Public
My Commission Expires: 4/30/3 /
Commissioner of the Superior Court

[Acknowledgment Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A List of Copyrights and Copyright Licenses

Copyright Registrations

(see attached)

Copyright Licenses

(see attached)

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VACATION RENTAL POTENTIAL SEASON 1 - EPISODES 101-110	HEROES - 5226	CHICKEN SOUR FOR THE SOURS HIDDEN	HEROES - 5224	HEROES - 5223 CHICKEN SOUP FOR THE SOUL'S HIDDEN	HEROES - 5222 CHICKEN SOUP FOR THE SOUL'S HIDDEN	HEROES - 5221 CHICKEN SOUP FOR THE SOUL'S HIDDEN	HEROES - 5220 CHICKEN SOUP FOR THE SOUL'S HIDDEN	CHICKEN SOUP FOR THE SOUL'S HIDDEN CHICKEN SOUP FOR THE SOUL'S HIDDEN	CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5218
Chicken Soup for the Soul Entertainment, Inc	Entertainment, Inc	Chicken soup for the Soul	Entertainment, Inc	Entertainment, Inc Chicken Soup for the Soul	Entertainment, Inc Chicken Soup for the Soul	Entertainment, Inc Chicken Soup for the Soul	Entertainment, Inc Chicken Soup for the Soul	Chicken Soup for the Soul Chicken Soup for the Soul	Chicken Soup for the Soul Entertainment, Inc
May 14, 2019	April 24, 2019	April 24, 2019	April 24, 2019	April 24, 2019	April 24, 2019	April 24, 2019	April 23, 2019	April 23, 2019	April 23, 2019
Pending	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered
Pending	PA0002183014	PA0002183003	PA0002182986	PA0002182982	PA0002182869	PA0002182867	PA0002182866	PA0002182868	PA0002182871

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- General Carage	TITLE 10 Rules for Sleeping Around 11:11 (aka Hell's Gate) 12 Dogs of Christmas 14 Women 18 Fingers 36 Saints 5 Senses of Fenr Absolution Access Code/ Director, Mark Sobel Across the Moon Active Stealth Addiction. The Adventure in Ventana Adventures of a Teenage Dragonslayer Adventures of Finnochio, The
	Adviction, the Adrift is Manhattan Adventure in Vestana Adventures of a Teenage Dragonslayer Adventures of Finaochio, The Affirmative Act Affirmative Act Affara Luke, The Affar Alice
	AirSpeed Alabama Love Story Aladdin & The Magic Lamp Alaskan Safari Alchemy
	Alex of Venice Alice's Adventures in Wonderland/ Director, William All Hat All The Little Animals
	All the Wilderness All Things to All Men
	All Tied Up Alligator Eyes Almost Dead
	Almost Mercy Almost Pregnant Alone in the Woods
884	Amazing Wizard of Paws (Domestic) Amazing Wizard of Paws (International) Amazons & Cladiators
:663	American Cyborg American Cyborg American Diary The
\$:	American Hero

PRODUCTIONS LLC CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD

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Ease II, The	Bare Weach Project	Barbara DeAngelis	Banker	Banker, The	Ball in the House	Baker, The	Bad Karma	Bad Karma	Bad Hurt	Back Stab	Back in the Day	Awful Nice	Aufumn Heart	Author's Anonymous	Auteur Theory	Austin Fowers: Int'l Man of Mystery	Aussic and Ted	Aurora: Operation Intercept	Assault, The	Assassin of the Isar	Arthur's Quest	Around the Fire	Army of the Damned	Army of the Damned	Appelite	Any Bost, Any Time	Anne B. Real	Animals Are Cruziest	Angels Don't Sleep Here	Angel's Dance	Augel in the House (aka "Foster")	Angel in the House	And They're Off	Anastasia: Director, Marvin J. Chomsky	Anarchist's Cookbook	An American Werewolf in Paris	Amilyville Curse	Ameriqua	American Yakuza	American Way, The	American Samurai	American Ninja S	American Lie	American Lie	American Kickboxer	TILE
Comerica	Royal Oaks	Worldwide Multi-Media	Behavior	Westwind	Fair Edil	Panorama Ent.	Comerica	Bad Karma, LLC	Bac Hurt Inc	Behavior	Old Days The Movie, LLC	Awful Nice Productions	Blockbuster	Starz Media	Theoretical Films, LLC	Capelia	Cinetel Films	Fices Kallberg	Elle Driver		Crystal Sky	Paradigm Studio	Army of the Damned, LLC	Army of the Dammed, LLC	J&M	CX	Urban Dream	CME	Ellockbuster	Promark	Kintop Pictures	Kintop Pictures	Kinobild Releasing, LLC	CME	American World	Max	Behavior	Jabadoo S.r.	First Look	J&M	MPCA	MPCA	American Lie, LLC	American Lie, LLC	MPCA	Contracting Party
3579/634		3474/917 and 3482/347		3462/683			3579/634	in Process	in Process	3444/965	In Process	in Process	3482/268 and 3481/699	in Process	3585/739	3487/356	3579/635	3467/106	3612/717	3553/616	3451/715	Pending	fii Phocess	in Frocess	3553/616	3454/358	3517/255	3464/368	3482/268 and 3481/699	3469/776	in Process	in Process	3618/907	3464/368	3509/532	3553/616	3444/965	In Process	3513/568	3558/889	3558/894	3558/894	In Process	In Process	3558/894	Volume/Doc No.
7/16/09	10/11/05	10/4/2001 and 4/30/02	12/3/99	12/15/00	8/11/04	01/81/01	7/16/09	4/1/13	1/15/16	12/3/99	4/1/13 *	4/1/13	10/51/01	\$///3	9/23/09	8/20/02	7/16/09	4/23/01	2/7/12		4/10/00	8/19/08	4/1/13	4/1/13		1/23/01	11/12/04	1/23/01	10/17/01	5/23/01	4/1/13	4/1/13	6/26/12	1/23/01	4/15/04	3/27/07	12/3/99	4/1/13	8/11/04	3/27/07		1/1/07	<i>₩1/</i> 13	A/1/13	1/1/87	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC., 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

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Blue Desert	biow back	Boodgnome	Blood Money	Kimd Terror	Slind Fear	Bieeders	Textroat. The	Wisck Thunder	Stack Day Blue Night	Biffer Haryest	Birth of the Living Dead	Birth Of A Legend	Birds of a Feather	Birds of a Feather	Birder's Guide to Everything	Bird of Frey	Bimini Code/ Director, Barry Clark	Billy Frankenstein	Bikini Traffic School	Bikini Hoe Down	Biginot, Man Or Beast?	Big Truck and Poor Clare	Sig Rig	Big Mo/ Director, Daniel Mann	Big Brass Ring	Bickford Shmeckler	B-Cirr	Beyond the Myth	Beyond Reasonable Doubt	Reyond Belief	Betting on Baker	Beirayal of the Dove	Betraya:	Bein Test	Below Zero	Before Midnight	Becoming Redwood	Becoming Redwood	Beauty & Denise/ Director, Neal Israel	Beasts/ Director, Don Hawks	Battle in Scattle	Battle For Moon Station Dallos	Bathory	Fase. The	Base II, The	TILLE
All Changel	Comerco	AMSell and Turning Point	Elevation	Blockbuster	Behavior	CHARMING PHILS	Bicharjor Billing	Sievens	Connexion	Crysm) Sky	Fredestinate Productions LLC	CXR	Show Piece Films, LLC	Show Piece Films LLC	Labrador Duck Froductions	Behavior	CYS.	Andrew Stevens	Andrew Sievens	Andrew Sievens	CME	Cinema 7 Productions	Oxule LLC	CVE	Nu-limage	Vulcan Frod	Odd Lot International	Caver Y'all Productions, Inc	32.X	OME	Baker's Dozen The Movre, LLC	W.X.	American World	Mirror Images Ltd	Twilight Fictures and Production Servic	Crystal Sky	Redwood Froductions	Redwood Froductions	CME	CME	Redwood Palm Pictures	CME	Jakubisko Film, a.r.o	Lions Gate	American World	Contracting Party
3500/664	3579/674	3509/533	3487/144	3482/268 and 3481/699	3444/965	3465/449	3444/965	3527/230	3500/659	3451/716	In Process	3464/368	in Process	In Process	in Process	3444/965	3464/368	3528/198	3529/127	3529/127	3464/368	3595/109	3562/7313582/223	3464/368	Pending	3553/629	3585/739	3618%84	3553/616	3454/368	Pending	3553/616	3500/669	Pending	3618/985	3451/716	in Process	in Process	3464/368	3464/368	3579/636	3464/368	3618/906	3472/357	3471/175	Volume/Dec. No.
5/23/03	7/16/00	4/16/04	7/26/02	1973 1701	12/3/99	2/(6/0)	12/3/89	10/11/05	6/9/03	4/39/00	4/1/13	1/23/81	4/1/13	4/1/13	4/1/)3	12/3/99	1,23,01	10/16/05	8/29/05	8/29/05	1/23/01	01/61/01	3/10/08	1/23/61			9/23/09	6/26/12	3/27/07	1/23/01		3/27/07	\$/23/03		5/25/12	4/19/00	4/1/13	41/13	1/23/01	1/23/01	7/16/09	1/23/01	6/26/12	8/3/01	5/29/01	Date of Recordation

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CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES. LLC. SCREEN MEDIA FILMS LLC., 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

*83 33	382	<u>8</u>	180	179	178	177	176	175	374	173	172	171	170	169	168	167	366	165	164	163	162	161	160	153	15 8	157	당	58	154	153	152	18	150	149	348 8	147	146	145	344 44	 	142	4.2	140	139	138	
Cause of Death	Caught inside	Case of Honour	Cartel Wars	Caroline? Director, Joseph Surgent	Carolina Skeletons	Carnal Risk	Carlito's Way	Captured	Сапуше	Cannon Fodder	Cadillac Ranch	C.O.G.	Bustin Down the Door	Business Affair, A	Bullfighter	Bullet to Beijing	Buddy Factor, The (aka Swimming With Sharks)	Bruno	Bruno	Brothers O'Toole/Director, Richard Erdman	Brotherhood of the Traveling Rants	Bro'	Bridge of Dragons	Brenda Starr	Breakfast with Einstein/ Director, Craig Shapiro	Breakaway	Break Up Artist, The	Break a Leg	Bread, My Swyt (Wedding for Bella)	Brainsmasher	Boy Who Saved Christmas	Boy of Piges	Boy Called Hate, A	Bounty Tracker	Barrower, The	Boricus	Boondock Saints	Boogie Boy	Bold Affair	Bokeh	Bodywork	Body, The	Body Shot	Body Chemistry 3: Point of Sed	Blue Ice	TITLE
Drewn Rock	Arclight Films	J&M/IFM World Releasing	Division One Twenty Three LLC	CME	Worldwide Multi-Media	Stevens	Connexion	Behavior	Canvas Pictures	White Seach Productions	All Channel	Child of God LLC	Bustin Down the Door, LLC	Capella	Bullfighter, Inc	J&M	JRM	J&M	Clifford Film	CME	Street Camage	Bro, CLC	Nu-lmage	Jam	CME	Breakaway Productions	Lautern Lane	J. № 3.	Panorama Ent	Magnstone	Stevens	BOP, LLC	Jan	Behavior	MPCA	BDYD Productions	New City	MPCA	Andrew Stevens	Zealous Pictures LLC	JAM	Behavior	Connexion	Royal Oaks	Connexion	Contracting Party
Pending	3618/900	3553/616 3595/116	3618/901	3464/368	3474/917 and 3482/347	3527/230	3500/659	3444/965	3558/888	In Fracess	34517473	in Process	3566/94)	3487/356	in Process	3553/616	3553/616	3553/616	3469/713	3464/368	in Process	3618/902	3451/746	3553/616	3464/368	3618/903	3537/585	3553/624	3513/566	3513/569	3527/230	3577/030	3553/616	3444/965	3558/894	3578/472	in Process	3558/894	3529/127	Pending	3553/616	3500/659	3590/6559	3527/240	3500/659	Volume/Doc. No.
	6/26/12	3/27/2007 10/18/2010	6/26/12	1/23/01	10/4/2001 and 4/30/02	10/11/05	6/9/03	12/3/99	11/8/07	4/1/13	4/24/00	\$/1/13	6/20/08	8/20/02	90/61/9	3/27/07	3/27/07	3/27/07	5/23/01	1/23/61	\$1713	5/25/12	4/10/00	3/27/07	1/23/01	8/28/12	6/19/06	3/27/07	7/14/04	8/11/04	30/11/03	3/24/09	3/27/07	12/5/99	W1/07	90/61/9		WWW	8/29/05		3/27/07	3/25/03	6/5/03	ig/i/ns	50/6/9	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC. 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

223	322	227	226	225	224	223	222	221	220	219	218	217	236	12 15	214	213	212	22	210	209	208	207	206	205	204	203	202	201	200	999	398	197	196	395	394	193	192	191	390	189	188	187	186	185	184	
Crasn Foliat Zero	Crash Dave	Crash	Coyote	Cowboys and Indians	Cowboys and Angels	Courage to Love	Country Remedy	Counter Measures	Could It Be A Miracle?	Cougar Hunting	Congar Country	Cosmos	Cooper	Contract, The	Contaminated Plan	Conneticut Yankee/ Director, Net Damski	Confine	Confessions of a Sociopath Social Climber	Complicity	Commissioner, The	Commissioner, The	Commander Hamilton	Colonia	Cold Sweat	Cold Heaven	Cold Deck	Coco Chanel	Climb, The	Class of 74	Clan of the Cave Bear	City of Your Final Destination	Circle, The	Christmas Dog Movie	Christmas Bunny	Chorus of Disapproval, A	Chorus Line, A	CHOKE	Chiristmas is Here Again	China Rose Director, Robert Day	Chase Muran	Charlie's Ghost Story	Chapter Zero	Chain of Command	Chigiroom	Callar Door	TITLE
Koyai Caks	Stevelle .	Behavior	Mounstone	Lighthouse Pictures, LLC	Smokin' Dawgs, Inc	New Star	Window of Childhood	Andrew Stevens	Worldwide Multi-Media	Paradigm Studio	CME		Fairway Film Alliance	Blockbuster	Blockbuster	CME	Atlas International Film	Nomadic Fictures	J&M	Showtime	J&M	Capella	Beta Ciliema GmbH	185 trax, LLC	All Channel	Cold Deck Productions inc	Alchemy Television Distribution Ltd	Winstar	CME	Jones Film	EF Solutions, LLC	Cinemavault	Stevens Entertainment Group	Honey Creek Productions	Cinema 7 Productions	BDO	Artists View	Asylum Hill Productions	CME	Elevation	Crystal Sky	Lantern Lane	MPCA	Westend Films, LLP	Six Sense Productions	Contracting Party
332//240	322//130	3444/965	3513/569	3618/749	Pending	3538/548	3562/730	3529/127	3474/917 and 3482/347	3601/463	3464/368	3444/965	3612/719	3482/268 and 3481/699	3482/268 and 3481/699	3484088	In Process	3537/990	3553/616	in Process	3553/616	3487/356	Pending	3618/893	3446/990	In Process	3579;415	3454/982	3464/368	3500/662	3601/480	3500/661	3583/942	3613/718	3595/109	3513/570	3538/551	3556/940	3464/368	3487/144	3451/716	Pending	3558/894	3618//894	3579/637	Volume/Dac, No.
(0/11/05	100/11/05	12/3/99	8/11/04	6/26/12	6/19/06	90/61/9	3/10/08	8/29/05	19/4/2001 and 4/30/02	2/16/11	1/23/01	12/5/99	2/7/12	10/31/01	10/15/01	1/23/01	&/1/13		3/27/07		3/27/07	8/28/02		626/12	00/81/1	1/15/16	7/16/09	00/11//	1/23/01	\$/23/03	2/15/11	5/23/03	9/23/09	2/7/12	10/20/10	50/11/8	8/19/06	6/20/08	1/23/01	7/26/02	4/10/00		1/1/07	6/26/12	7/16/09	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES: LLC. SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, 8D PRODUCTIONS LLC.

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

275	274	273	272	13 70 800	270	269	268	267	266	265	264	263	262	261	260	259	258	1357	256	255	254	253	252	251	250	249	248	247	246	245	244	243	242	241	240	239	238	237	236	235	234	233	232	231	230	
Deep Dark Canyon	Decoy Boy (Martin Beck II)	Deceptions/ Director, Chanault/Chavelson	Deception	Decadence	Deathstalker: Director, John Watson	Death Train	Death Race 2000	Death of an Angel	Death in Love	Deadly Heroes	Deadly Game/ Director, George Schaefer	Deadly Game	Deadly Closure	Deadly & The Beautiful / Director, Robert O'Neil	Deadbott	Dead Tone	Dead Souls	Dead Cold	Dead & Breakfast	Day We Met	Day of Wrath	Darling	Darkweb	Dark Side of the Sun	Dark Matter	Dark Frontier	Dark Frontier	Dark	Dangerous Place, A	Dangerous Intentions	Damued River	Dagger Of Kamui, The	Daddy's Little Angel	Daddy's Girl	Cyburg III	Cyberzone	Curtain Call	Curacao	Cupid	Crosscut	Crime Wave	Crime Lords	Creator	Crazy Moon	Crazy	TITLE
108 Media Corporation/Raven Banner E	J&M	CME	Megahertz MaPi Productions, Inc.	J&M	CME	I&M	008	Behavior	Cinetic Media	Beliavior	CME	Regent Entertainment Partnership	Fairway Film Alliance	CME	Elehavior	Deon Taylor Enterprises	Synthetic Cinema International	Behavior	Kuman Thong, LLC	MPCA	American World	Bridge Independem	Puiple Ficture	ABJ Chicago Film	American Sterling Corporation	Odin's Eye Entertainment	Odin's Eye Entertainment	Lotus Media LLC	Dangerous Place, LLC	Worldwide Multi-Media	Silver Lion Films	CME	Andrew Stevens	Behavior	Behavior	Andrew Stevens	Bristof Rights	Jones Film	Behavior	Behavior	BDO	Behavior	Kings Road		FM Crazy Films	Contracting Farty
9914/625	3553/616	3464/368	3595/11	3553/616	3464/368	3353/616	3513/570	3444/965	3579/417	3444/965	3464/368	3474/145	3612/729	3464/368	3444/965	3583/938	In Process	3444/965	V3513D563	3558/894	3578/473	Pending	in Process	3443/354	3579/416	In Process	In Process	Pending	3618/748	3474/917 and 3482/347	3576/986	3464/368	3529/127	3444/965	3444/965	3529/127	3456/714	3487/950	3444/965	3444/965	3513/570	3444/965	3471/183	3444/965	3595/119	Volume/Dec. No.
4/1/13	3/27/07	1/23/01	10/18/10	3/27/07	1/23/61	3/27/07	8/11/04	12/3/99	7/16/09	12/3/99	1/23/01	10/10/8	2/7/12	1/23/01	12/3/99	9/23/09	11/27/12	12/3/99	8/11/04	1/1/07	6/19/06		1/15/16	66/61/01	7/16/09	4/1//3	4/1/13		6/26/12	10/4/2001 and 4/39/02	3/24/09	(/23/5)	8/29/05	12/3/99	12/3/59	8/29/05	8/17/00	8/20/02	12/3/99	12/5/99	8/11/04	12/3/99	6/29/81	12/3/99	100000	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

320	319	318	317	316	318	: **	ن ن ن		312	()) 144 144	310	309	308	307	306	305	304	303	302	301	300	299	298	297	296	298	294	293	292	291	290	289	288	287	286	285	1384	283	282	281	280	279	278	377	276	
Dream Warrior	Dragonworld	Dr. Fad	Doubting Thomas aka Spy School	Double Take	Double O-Kid	Dolly Dearest	Dogwaich	Five, Pt 1	Dog Whisperer with Cesar Millan Series - Scason	Dog Whisperer - Senson 4	Dog Whisperer Senson 3	Dog Whisperer — Season 2	Dog Whisperer Season 1	Dog of Flanders, A	Dog Jack	Djimn	Divorce Can Happen	Distant Cousins	Dishdogz	Dish Dogs	Dish and the Spoon	Discoverers, The	Disaster	Disarmed	Disappearances	Dirty Work	Dilemma	Dilemma	Didn't You Hear/ Director, Skip Sherwood	Dick Knost Show	Diamond Dog Caper	Devil's Prey	Devil & Leroy Bassett, The / Director, Robert	Destination Vegas	Desperate but not Serious	Desire & Hell at Sunset Motel	Descendents	Descendant, The (Hemoglobin)	Democratic Terrorist, The	Deluxe Combo Flatter (Love on Side)	Delta Force 3	Delta Fever	Delivering Milo	Defenders Of The Vortex	Deep Dive	THE
Silverline Agreement	Worldwide Multi-Media	Tradex Corp	Artist View Entertainment	Lions Gate	Crystal Sky	Behavior	Nu-Image		MPH Emery/Summer Joint Venture	MPH-Emery/Summer	MPH-Emery/Sumner	MPH-Emery/Sumner	MPH-Emery/Summer	Behavior	Dog Jack Productions, LLC	Fortissimo Amsterdam BV	CME	Behavior	Film Brokers Int'l	Atmosphere	Submarine Entertainment	The Discoverers Movie LLC	Lost Canyon	In-Motion Pictures, LLC	Frontier Partners	Lantern Lane	Carpe Diem II	Comerica	CME	Knost Film Inc	Diamond Dog LLC	Comerica	CME	Silverline Agreement	New City	Behavior	Sleeping Giant Entertainment		J&W	Deluxe Combo Films -s jackson	MPCA	Behavior	Lantern Lane	CME	CME	Contracting Farty
36) 2/754	3474/917 and 3482/347	3595/114	3577/032	3472/357	3451/716	3444/965	in Process	Now formula	2500005	3595/113	3565/938	3558/885	In Fracess	3444/965	3612/721	Pending	3464/368	3444/965	3558/886	3445/516	3618/746	In Process	Pending	3595/112	3558/887	3578/478	3450/162	3579/634	3464/368	9914/624	3566/939	3579/534	3464/368	3612/754	Fending	3444/965	3601/464	3262/19-24	3553/616	3533/381	3558/894	3444/965	3618/747	3464/368	3464/368	Volume/Dec. No.
2/7/12	19/4/2001 and 4/30/02	10/18/10	3/24/09	8/3/01	00v01/h	12/3/99		0.001	200	10/18/10	6/20/08	I/I/O7	6/19/06	12/3/99	2/7/12		1/23/01	12/3/99	1/1/07	12/15/99	6/26/12	12/15/14		10/18/10	1/1/07	90/61/9	3/14/00	7/16/09	1/23/01	&3/13	6/20/08	2716/09	1/23/01	27/12		12/3/99	2/15/11	7/9/96	3/27/07	90/6139	101/07	(2/3/99	6/26/12	1/23/01	1/23/01	Date of Recordation

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PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD

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ENIORY	Liernal Revenge (Fallen Angel)	Esther	Escort, The	Escort III	Escort II	Escape From Angola! Director, Leslie Martinson	Escape	Error in Judgment	Erik the Yiking	Erasable You	Faunox	Estropy	Enemy, The	Endgame/Director, Joe D'Amato	Endangered Species	End of Innocence	Encounter With The Unknown	Emmett's Mark	Emeraid Forest	Ellie Farker	Elle: A Modern Cinderella	Elminator	Ellie Hopkins	Elf Who Didn't Believe	Elf Bowling: The Mavie	Elevator	Electric Slide	83 Hours Till Dawn: Director, Donald Wryc	84 Charlie Mopic	Echo	Ebenezer	Est the Peach	Easy Wheek	Easy	E-5 (aka "Throttle")	Dutch Kills	Dusting Cliff 7	Duress (International)	Dungeons And Dragons	Dude Where's My Dog	Drop Dead Gorgeous	Drone	Driving Force	Drive	TITLE
Comerica	Allegro/Motion	FO	Rojal Oaks	Andrew Stevens	Andrew Stevens	CME	Behavior	Error in Judgment, inc	80.0	Soho Entertainment	Dream Entertainment	New City	Blockbuster	CME	Silverline Agreement	Comerica	CME	Emmer's Mark Prod	8.0.0	Dream Entertainment	Elle: A Modern Cinderella Tale, LLC	Artists View	Kaleidoscope Film Distribution Limited	Sievens	Film Brokers Inff	Elevation	Ositis Entertainment	CME	Belavor	Wasidwide Multi-Media	Dehavior .		Behavior	Over Easy Productions	SI Films	Dutch Kills The Film LLC	Silvertine Agreement	Duress Film LLC	XXX	Blairwood Entertainment	Copella	Myriad Pictures, Inc.	J&M	First Look	Contracting Party
3579/634	3456/967	3453/628	3527/240	3529/127	3529/127	3454/358	3444/965	3474/143	3513/570	3443/353	3558/893	3578/438	3482/268 and 3481/699	3464/368	3612/754	3579/634	3464/368	3500/469	3513/570	198/883	3601/466	3537/989	3627/646	3527/230	3553/617	3487/144	In Process	3464/368	3444/965	3474/917 and 3482/347	3444/965	3553/616	3444/%65	Pending	3537/966	In Process	3612/754	9914/528	3553/616	9914/626	3487/356	Pending	3553/616	3513/568	Velume/Dec. Ne.
7/16/09	8/28/00	3/30/00	50/11/03	8/29/05	8/29/05	1/23/01	12/3/99	10/15/8	3/11/04	66/61/01	1/1/07	80/61/9	10/15/01	1/23/01	2/7/12	7/16/09	1/23/01	\$/23/03	8/11/04	3/1/07	2/15/11	6/19/06	10/11/05	50/11/01	3/27/07	7/26/02	6/25/15	1/23/01	12/3/99	10/4/2001 and 4/30/02	12/3/99	3/27/07	12/3/99	90/61/9		1915/16	3/7/12	#M3	3/27/07	\$1/13	8/20/02		3/27/07	8/11/04	Date of Recordation

CHEKEN SOEP FOR THE SOEL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

411 Flight of the Navigator				406 Fishtales	e de	AOA Firetrap	403 Firestorm	402 Fire From Below	401 Fire And Sword/ Director, Veith furstenberg	400 Final Voyage	399 Final Mission, The	398 Final Mission	397 Final Examination	396 Fighting Tommy Riley	395 Fifty-Kifty	394 Fifty Nothing	393 Fever	392 Fear of the Dark	391 Fear Inside	390 FDR: American Badass	389 Facilis	388 Fatal Allair	387 Family Man	386 Familia	388 Fallour	384 Fallen Angel (Motion)	383 Fallen Angel (CS)	382 Fall	381 Faces (Cassavetes)	380 Face of an Angel (Domestic)	379 E	378 Eye of the Beholder	377 Exquisite Tenderness	376 Expasure	375 Executive Fower	374 Executive Command	373 Excuse Me For Living	372 Ex, The		370 Evil Schw		368 Every Woman's Dream	367 Eversmile New Jersey		TITI
B D O		800	Black Belt Productions LLC	111 Pictures Limited	Dudley Beene	Blockbuster	Elevation	Stevens Entertainment Group	CME	Royal Oaks	J&M	Hess Kallberg	Sievens	Visualeyes	MPCA	Five-Oh Productions, ULC	J&X	Brainstorm	Showtime	Death Wheelchair; LLC	Kiley Ansel Productions	Allegro and Motion	Behavior	J&W	Andrew Stevens	Allegro and Motion	Crystal Sky	Capella)&W	WestEnd Films LTD	SC Films International Limited	Capella	Connexion	Blockbuster	All Channel	Sigvens	EMPL, LLC	American World		Behavior	CKE	Worldwide Multi-Media	Mai	Stevens	Contracting Party
3513/570		3513/570	3612/723	3566/937	la Process	3482/268 and 3481/699	3487/144	511.5652	3464/368	3527/240	3553/616	3467/106	3527/230	Pending	3558/894	3612/722	3553/616	35(3/56)	3446/077	3618/745	In Fracess	3456/967	3444/965	3553/616	3529/127	3456/967	3451/715	3487/356	3553/616	5925/584	9914/629	3444/965	3500/659	3482/268 and 3481/699	3444/873	3527/238	in Process	3471/177	3517/260	3444/365	3464/368	3474/917 and 3482/347	3553/616	3527/230	Volume/Dac, No.
4/200: 8/11/04	8/11/2004	8/11/04	2/7/12	6/20/08	1/15/15	10/31/01	7/26/02	12/2/09	1,73,01	10/11/05	3/27/07	4/23/01	10/11/05			2/7/12	3/27/07	8/11/04	12/38/1999		6/25/15	1/17/00	12/3/99	3/27/07	8/29/05	1/17/00	4/10/00	8/20/02	3/27/07	Visits	4/1/13	12/3/99	6/9/03	10/15/01	11/29/99	10/11/05	12/15/14	6/29/01	7/14/04	12/3/99	1/23/01	10/4/2001 and 4/30/02	3/27/07	19/11/65	Date of Recordation

PRODUCTIONS LLC CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC. BD

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

į	420	00	2	453	452	451	450	449	448	447	446	445	444	盐	442	441	440	439	438	437	436	435	434	433	432	431	430	429	# 22	427	425	425	# - -	423	422	421	420	419	418	417	416	415	414	#	<u>4</u>	
Create	Cold Dates	Giove, Inc. Director, Ross Hagen	Global Heresy	Gideon	Ghost Rock	Getting High	George's Island	Gestlemen's Game	General, The	General, The	Gathering of Old Men: Director, Volker-Schlondorff	Gatekeeper	Garden of Evil	Ganzfeld Experiment	Gallayants, The	Gale Forces	Futuresport	Funeral, The	Fugitive Rage	Fugitive Mind	Fubar: Bulls to the Walls	Freshman Orientation	Freedom Strike	Free Money	Frauds	Frankie and Johnny are Married	Frankenstein Hospital	Fourth Floor, The	Foursome	Four Dogs Playing Poker	Four Days	Fortunes of War	Fortune Hunters	Formosa Betrayed	Forgotten One	Forever Mine	Forever Luin	Foreign Fields	Foreign Exchange	Foreign Affair, A	Farce	For Hire	Footrot Flats	Food Chains	Flipping	TITLE
Envertigation a section of Comments	Circulavant	CMB	Cinemavault	Crusader Entertainment	Silverline Agreement	Panorama Ent.	J&M	First Look	Comerica	JRM	CME	Gatekeeper Prod	Blockbuster	Bleiberg Ent	JAM	Royal Oaks	New Star	Behavior	Royai Oaks	Andrew Stevens	FU2 Prod and Cardinal Film 11	Regent Worldwide Sales, LLC	Stevens	Behavior	J&M	Ridea Productions	Behavior	Nu-image	Foursome Frod	K.A. Film	Behavior	H H Film	Crysial Sky	Formesa Films LLC	Behavior	J&M	Nu-Image	MFCA		Zenpix	Behavior	For Hire Films	MW	Visit Films LLC	New Star	Contracting Farty
2.2 mg (4.2) C	0014/640	5464/568	3487/211	3472/162	3612/754	3612/654	3553/616	3513/568	3579/634	3553/61/5	3464/358	3578/475	3482/268 and 3481/699	In Process	3553/616	3527/240	3538/548	3444/965	3527/240	3528/198	3601/467	3556/696	3527/230	3444/965	3553/616	In Process	3444/965	In Process	3578/474	3595/126	Pending	3500/657	3451/715	3595/119	3444/965	3553/616	Pending	3558/894	3553/630	3513/559	3444/965	3465/447	3553/616	In Process		Yolume/Boc. No.
70.000	7.0.07.17	1/23/01	7/26/02	7/27/01	2/7/12	2/7/12	3/27/07	8/11/04	7/16/09	3/27/07	1/23/01	6/19/06	10/31/01	4/1/13	3/27/07	10/11/05	6/19/06	12/3/99	10/11/05	10/16/05	2/16/11	6/20/08	50/11/03	12/3/99	3/27/07	90/61/9	12/5/59		8719706	12/2/09		5/23/03	#/10/00 10/00	12/2/09	12/3/99	3/27/07		1/1/07		8/11/04	12/3/99	2/13/01	3/27/07	12/15/14	6/19/06	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

t c	282	203	300	44.8 44.8	064	400	3.45 9.65 9.65	495	494	493	492	491	490	489	488	487	486	485	484	483	482	4 55	480	479	478	477)) , ,	3 3	472	473	470	469	468	457	466	465	454	463	462	461	460	459	\$3.5k	
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1111 Chamber 1 mine	Aif Channel Films	, a c c	7 × 3	Della VIGI		NATION CONTRACTOR SELVICING	Lions Gate	P. S.	J&M	CME	Behavior	Worldwide Multi-Media	Dream Entertuinment	Vision Films, Inc	Talmarc	Royal Oaks	Behavior	Gaumont	Hundsome Harry, LLC	Halloweed, LLC	Half-Caste Frod	Ctystal Sky	First Look	757 Acquisition	J&M	008 2008	TOTAL MINISTRAL	Worldwide Millia Media	Dance On Froductions	ICAP/Dance on Productions	Think Film	J&M	Behavior	Brushy Creek Entertainment LLC	Royal Oaks	Crosslown LLC	Blockbuster	Fight Two Pictures, LLC	CME	Grand Theft Pictures, LLC	CME	Mi Films Limited	Lions Gate	CME	Contracting Party
10.00 to 2	357//230	3313/370	0000/010	34##/905	0000/054	76767677	3472/357	3553.616	3553/616	3454/358	3444/965	3482/347	3558/893	3618/753	Pending	3527/240	3444/965	3618/754	3601/468	Pending	3537/991	3451/716	3513/568	3500/663	Pending	3513/570	047907 (000 0406/04)	3/7//GI7 and 3/82/3/7	In Process	in Process	3578/42)	3553/616	3444/965	Pending	3527/240	9933/372	3482/258 and 3481/699	3618/755	3464/368	3618/756	3464/368	3612/655	3472/357	3464/368	Volume/Doc. No.
V1 2 V1 V1	90/10/1/ C0/11/01	8(11)200%	STATES.	12/3/99	(3555)	71,627,0	830		3/27/07	1/23/01	12/3/99	4/30/02	1/1/07	6/26/12		50/11/01	12/3/99	6/26/12	2/16/11	4	7/14/04	4/10/00	8/11/04	5/23/03		8/11/2004	20/02/mm 10/02/e/03	10/1/2001 and 4/20/00	#///S	4/1/13	90/61/9	3/27/07	12/3/99		10/11/03	₹//3	183181	6/26/12	1/23/01	6/26/12	1/23/61	27702	8/3/01	1/23/91	Date of Recordation

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

549	248 248	547	546	545	353	543	542	341	540	539	538	S37	536	535	534	533	532	33	Ş	529	528	527	526	S2S	524	523	522	521	520	25.5	5120	517	516	ន្ទនេ	is:	513	512	511	510	509	508	507	506	505	504	
Infected	Incredible Genie	in Her Defense	Immortal, The	l'm Reed Hish	Illicit Dreams 2	Hieit Dreams	kebreaker	ICAF Agreement	I Witness	I Sell the Dead	Hydrosphere	Hustle, The	Husbands & Lovers	Hunting	Human Shield	Human Bemb	Human Bomb	Adventures of Huckelberry Finn! Director, Peter H. Hunt	Huck and the King of Hearts	Howling 6	Howling 5	Howling 4	Howling 3	House That Mary Bought, The	House On Haunted Hill	Hotel New Hampshire, The	Hot Shots	Hostile Witness: Director, Jeff Bleckner	Horseman, The	Hoods	Houch! Director, Santos Alcocer	Honeymoon	Honeydripper	Homicide	Homework/ Director, James Beshears	Homeboy	Home Team	Home Sweet Home	Hame of the Giants	Homage	Hollywood Madam	Hitman, The	Hit List The	Hit List The	History Is Made At Night	THUE
Verdi Productions	Worldwide Multi-Media	757 Acquismon	Comerica	Red Envelope Entertainment	Royal Oaks	Andrew Stevens	Artists View	ICAP	Promark	Rist Red Films, LLC	Andrew Stevens	Deon Taylor Enterprises	Behavior	J&M	MPCA	Showtime	J&M	T. Hunt CME	Crystal Sky	Allied Vision	Allied Vision	Allied Vision	Affred Vision	J&M	J&M	J&M	CME	CME	Media 8 Entertainment	Keystone Pictures	CMB	New Star	Honeydripper Films, LLC	J&M	CME	Cinema 7 Productions	Comerica/Monarch Home Video	HSH Productions, Inc.	SymPics International Inc	J&M	Worldwide Multi-Media	MPCA	Behavior	Westwind	jæm	Contracting Party
in Process	3474/917 and 3482/347	3500/663	3579/634	3558/883	3527/240	Powling	3487/146	9922/686	3558/884	3583/937	3529/127	3595/122	3444/965	3553/616	3558/894	3446/077	3553/616	34645368	3451/716	Pending	Pending	Pending	Pending	3553/616	3553/616	3553/616	3464/368	3464/368	3595/121	3500/665	3464/368	Pending	3562/729	3553/616	3464/368	3595/109	3579/634 3595/129	9914/632	3601/285	3553/616	3474/917 and 3482/347	3558/894	3444/965	3462/683	3553/616	Yolume/Duc. No.
11/27/12	10/4/2001 and 4/30/02	\$/23/03	7/16/09	1/1/67	10/11/05		7/26/02	12/15/14	17(707)	9/23/09	8/29/05	12/2/09	[25/99	3/27/07	153,507	12/30/1999		1/23/01	4450000					3/27/07	3/27/07	3/27/07	1/23/01	1/23/01		5/23/03	1/23/61		3/10/08	3/27/07	1/23/01	10/22/10	7/16/09	4/1/13	2/16/11	3/27/07	10/4/2001 and 4/30/02	1/1/07	12/3/99	12/15/00	3/27/07	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC., 757 FILM ACQUISITION LLC, BD FRODUCTIONS LLC Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

594	593	592	591	590	589	588	587	586	585	584	583	582	581	580	579	578	577	576	575	574	573	572	573	570	569	568	567	566	y G S	564	563	562	561	560	559	558	357	556	555	554	553	552	553	550	
Jungle Book	Judgment in Berlin	Judgment in Berlin	Jubilee	JK: Toyworki	JK: Dine Knights	JK: Last Battle	JK: Magic Cavern	JK: Human Pets	JK: Eggs	Johnny Skidmarks	Зойнцу Мистопіс	Jigsaw Man, The	Jig	JFK: Reckless Youth	Jeremiah	Jack's Back	Jackie Mason is One Angry Man	Jackboots on Whitehall	Jack'O Lantern	Jack and the Beanstalk	lzzy & Moe/ Director, Jackie Cooper	ISRA 88 (aka Beyond the Edge)	Island on Bird Street	kronmaster: Diretor, Umberto Lenzi	Iron Maze	Invisible Mom II	Invisible Mom	Invisible Dad	Invincible Barbarian, The: Director, Franco Prosperi	Investigator, The	Investigating Sex	Intruder	Interview with the Assassin	Interstate 60	Intern, The	Interceptor	Instinct to Kill	Innocent Victims	Inner Sauctum II	Inner Sunctum	Inkubus	Inhuman	Informant, The	Inferno	TITLE
Behavior	All Channel	Bibo Media GMBH	IAM	Worldwide Multi-Media	Worldwide Multi-Media	Worldwide Multi-Media	Worldwide Multi-Media	Worldwide Multy-Modia	Worldwide Multi-Media	Lions Gate	Behavior	J&M	Bankside Films Limited	Worldwide Multi-Media	FC.	Cinema 7 Productions	I Don't Care Either LLC	Cinema SPVI, Ltd.	Royal Oaks	Avaion I, LLC	CME	ISRA 88, LLC	Moonstone	CMB	J&M	Andrew Stevens	Andrew Stevens	Andrew Stevens	CME	Gabriel's Messenger Films	All Channel Films	Comerica	Magnolia	CanWest	Modiffone	Hess Kallberg	Amer World Pictures	Worldwide Multi-Media	Behavior	Behavior	Proferred Content	The Source Collective	Showlime	Andrew Stevens	Contracting Party
3444/965	3578/476	9914/643	Fending	3474/917 and 3482/347	3474/9) 7 and 3482/347	3472/357	3444/965	3553/616	3612/657	3474/917 and 3482/347	3453/628	3595/109	In Process	9914/639	3527/240	3595/123	3464/368	Fending	3513/569	3464/368	3553/616	3528/198	3529/127	3529/)27	3464/368	9914/633	3558/882	3579/634	3517/257	3513/564	3513/569	3467/106	3538/547	3474/917 and 3482/347	3444/965	3444/065	3612/656			3529/127	Volume/Dec. No				
12/5/99	90/61/9	4/1/13		10/4/2001 and 4/30/02	10/4/2001 and 4/30/02	10/4/2001 and 4/30/02	19/4/2001 and 4/39/02	10/4/2001 and 4/30/02	10/4/2001 and 4/30/02	8/3/01	12/3/99	3/27/07	2/7/12	10/4/2001 and 4/30/02	5/30/00	19/23/10	11/27/12	4/1/13	10/11/05	12/2/09	1/23/01		8/11/04	(/23/0)	3/27/07	10/16/05	8/29/05	\$/29/0S	1/23/01	4/V/3	1/1/07	7/15/09	7/14/04	7/14/04	8/11/04	4/25/01	6/19/06	10/4/2001 and 4/30/02	12/3/99	12/3/99	2/7/12		12/30/1999	8/29/05	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

640	639	638	637	636	638	634	633	632	631	630	629	628	627	626	625	624	623	622	623	628	619	813	617	616	6)5	614	613	612	£13	610	609	608	607	606	605	604	803	602	601	88	599	598	597	596	393	
Laws of Deception	Latin Dragon	Last Word	Last Tattee	Last Tuttoo	Last Ran	Last Rites of Kansom Pride, The	Last Reunion/ Director, Jay Werty	Last Patrol	Last Lives	Last Kung Fu Monk	Last Gasp	Last Border	Landlady		Lady Luck & The Flayer	Lady Killer	Lady Gaga's Secret World	La Soga	La Mission	Kokoda Crescent	Knock Off	Knight Club	Kiwi Flyer	Kiss Me Aguin	King's Whore, The	Kin	Killing of a Chinese Bookie, The (Cassavetes)	Killing Grounds	Killing Em Softly/ Director, Max Fischer	Killer Image	Kids in America	Kid Cop	Key Mun	Kevin of the North	Kettle of Fish	Keep Your Distance	Karate Dog	Kalle and the Angels	Kalamity	Tue tee	Just One Night	Just Crazy Enough	Jungle Law	Jungle Boy	Jungie Book II	TIHE
All Channel	Pacific Enterrainment	All Channel	Capella	Connexion	Blockbuster	Last Rites, LP	CMB	Comerica	Promark	Fantastic Films International, ULC	Worldwide Multi-Media	Connexion	Behavior	Lake City Productions	Promark	Worldwide Multi-Media	Vixen Muric Inc	Visit Films	Company	J&M Hunting Lane Films/General Media	Behavior	Amer World Pictures	Kiwi Flyer Productions	Julian and Chalice LLC	5 &₩	Cymenca	<u> </u>	Echavior	CME	Behavior	Rainstorm Ent	Echavior.	Key Man Productions LLC	Cinemavault	Kentle of Fish Frod	Blue and Grey Film Ventures, LLC	Crystal Sky	J&M	Beat Pirate Motion Pictures	Red Anarchist Films, LLC	First Look	Just Crazy Enough Inc	Mounstone	Moonstone	Behavior .	Contracting Party
3444/87)	3517/258	3444/874	3487/356	V3500D659	3482/268 and 3481/699	3601/311	3464/368	3579/634	3469/776	3612/658	3474%17 and 3482/347	3500/659	3444/965	3577/34	3578/436	3474/517 and 3482/347	3618/528	3601/312	3595/124	3553/616	3444/965	3538/549	in Process	3579/418	3553/616	3579/534	3553/616	3444/965	3464/368	3444/965	3578/428	3444/965	In Process	3500/661	3553/625	3566/537	3578/A77	3553/616	3601/317	3577/033	3513/568	9914/645	3513/569	3513/569		Volume/Doc. No.
(1/29/99	7/14/04	11/29/99	8/20/02	6/9/03	10/31/01	2/16/11	1/23/01	7/16/09	5/23/0)	27/12	10/4/2001 and 4/30/02	6/9/63	12/3/99	3/24/09	90/61/9	10/4/2001 and 4/30/02	6/26/12	2/16/11		3/27/07	12/3/99	80,61.9	11/27/12	7/16/09	3/27/07	7/16/09	3/27/07	12/3/99	1/23/01	12/3/99	80/61/9	12/3/99	6/25/15	5/23/03	3/27/07	6/20/08	6/19/06	3/27/07	2/15/11	3/24/09	8/11/04	4/1/13	\$/1004	3/11/04	12/3/99	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

686	685	684	883 3	682	681	680	679	678	677	,676	575	674	673	672	671	870	669	66 8	667	666	565	£6.1	663	662	663	660	689	658	657	656	655	654	ŝ	652	ŝ	689	649	648	647	646	645	544	543 3	642	641		
Mail Order Bride	Magnum Opus	Macross In Clash of The Biomoids	Machine Gun Woman	Mach 2	Lymelife	Lush Life	Lovin' Molly	Loverboy	Layed	Love, Sex & Eating Bones	Love and Rage	Love and Dancing	Love & Sex	Love and Action in Chicago	Lost World, The	Lost in the Pershing Notel	Lost in Siberia	Lost/ Director, Al Adamson	Loss of a Teardrop Diamond, The	Looking for an Echo	Lonely Hearts	Lone Hero	Locke The Superpower	Local Boys	Little Miss Magic	Little Men	Little Kidnappers	List, The	Limit, The [Gone Bark]	Lily in Love' Director, Karoly Makk	Lil' Scratch	Lifted	Lifeguard, The	Life Zone, The	Lie, The		Lewis & Clark & George	Letters From A Killer		Les Patterson Saves World	Legend Of Death Valley	Legend of Butch and Sundance, The	Legacy	Leading Man, The	Layover	TITT	
American World	Magnum Opus Film LLC	CME	Too Much Films Spa	Royal Oaks	Bartlett Films, LLC	J&M	Kings Road	Loverboy Prod	Behavior	Think Film	J&M	LND Films, LLC	Behavior	Artists View	Carrada, Inc.	Lantern Lune	XX	CX	Cinetopia, LLC	Regent	Gibraltar Refeasing		CME	First Look	Andrew Stevens	Behavior	Jones Film	Moonstrate	Cinemayault	CME	CME	Listed Pictures, LLC	Lifeguard Investments, LLC	Life Zone Pictures, LLC	United Talent Agency	Behavior	Behavior	I&M	Silvenine Agreement	J&M	CME	Nomadic Pictures	All Channel	J&M	Blockbuster	Contracting Party	
3538/550	Pending	3464/368	9914/646	3527/240	3577/036	3553/616	3448/526	3578/426	3444/565	3578/422	3553/616	3577/035	Pending	3467/336	3466/321	3578/427	3553/616	3464/368	3595/125	3474/;45	3455/64	Pending	3454/358	3513/568	3528/198	3444/965	3487/950	3513/569	3517/259	3464/368	3464/368	3601/313	9914/644	3618/527	3612/659	3444/365	3444/965	3553/616	3612/754	3553/616	3464/368	Pending	3451/747	3553/616	3482/268 and 3481/699	Vsiume/Doc. №o.	
6/19/06		1/23/01	表型3	SOVIEWE	3/24/09	3/27/07	2/15/00	6/19/06	12/3/99	6/19/06	3/27/07	3/24/09		3/28/01	3/15/01	9//61/9	3/27/07	1/23/01		8/31/01	6/22/00		1/23/01	8/11/04	10/16/05	12/3/99	\$/20/02	8/11/04	7/14/04	1/25/01	1/23/01	2/16/11	4///3	6/26/12	2/7/12	12/3/99	12/3/99	3/27/07	2/7/12	3/27/07	1/23/6)		€/10/00	3/27/07	19/15/61	Date of Recordation	

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, 8D PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

732	731	730	729	728	727	726	725	724	723	722	721	720	719	718	717	716	715	714	713	712	711	710	709	708	707	706	705	704	703	702	701	700	599	869	697	969	698	694	693	692	691	698	689	889	687	
Miracle at Sage Creek	Mindfield	Mind Storm a.k.a. Flash Frame	Mindripper	Million to Juan, A	Million Dollar Croccodile	Midnight Vendetta	Midnight Ride	Widnight Matinee	Midnight Man	Midnight In St. Petersburg	Midnight Heat	Microbe & Casoline	Mickey Matson	Men Without Jobs	Men Seeking Women	Men of War	Memorial Day	Memorial Day	Meeting Daddy	Meet Prince Charming	Meet Market	Mec-Shee: The Water Giant	Medusa/ Director, Gordon Hessler	Media 8 Agreement	Maximum Security	Masseuse III	Masseuse II	Masseuse	Maskerade	Martians Go Home	Martial Outlaw	Martial Law II: Undercover (Titled Martial Law 2 in	Martial Law	Mars	Marked Man	Marine Life	Marine Life	Marconi Bros.	Mancation (American Hangover)	Man With The Icons, The (Martin Beck II)	Man of Her Dreams	Mamites	Malarek/ Director, Roger Cardinal	Makaum Gonzalez	Maker, The	TITLE
American World	Behavior	Andrew Stevens	Worldwide Multi-Media	Crystal Sky	Odin's Eye Entertainment	Andrew Stevens	MPCA	Behavior	Behavior	JAM	Moonstone	Studiocasul	Mickey Matson, LLC	Houston King	MPH Em	Behavior	Stevens	185 trang LLC	HH Film	New City	Meet Market, LLC	Film Sales Company	CME	Media 8	Stevens	Andrew Stevens	Andrew Stevens	Andrew Stevens	Active Entertainment	Behavior	Behavior	Behavior/Westwind	Behavion/Westwind	Lions Gate		Crescent Releasing	Crescent Releasing	Lantern Lane	Mancation the Movie, LLC	Mac	Schavior	Right Brain Films, LLC	CME	Too Much Films Spa	Nu-Image	Contracting Party
3578-430	3444/965	3527/240	3474/917 and 3482/347	3451/716	3628/243	3528/198	3558/894	3444/965	3444/965	3553/616	3513/569	Pending	In Process	3578/431	3578/432	3444/965	3527/230	3618/479	3500/667	3578/438	3583/936	Pending	3464/368	9930/171	3527/230	3529/127	3529/127	3529/127	3691/314	3444/965	3444/965	3578/437	3578/437	3472/357	3444/965	3487/210	In Process	3579/420	3628/241	3553/616	3444/965	3618/526	3464/368	9925:414	3451/746	Volume/Doc No.
6/19/06	12/3/99		10/4/2001 and 4/30/02	4/10/00	11/27/12	19/16/05	171707	12/3/99	12/3/99	3/27/07	90/11/8		4/1/13	6/19/06	8/19/08	12/3/99	30/11/05	6/26/12	5/23/2003	6/19/06	9/23/09		1/23/01	12/15/14	50/11/05	8/29/05	8/29/05	8/29/05	2/16/11	12/3/99	12/3/99	90/81/9	8/19/06	8/3/01	12/3/99	7/26/02	∜ 1/13	7/16/09	11/27/12	3/27/07	12/3/99	6/26/12	1/25/01	6/25/15	43.000	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

777	776	775	774	773	772	771	770	769	768	767	766	765	764	763	762	761	760	759	758	757	756	755	754	753	752	751	759	749	748	747	746	745	744	743	742	741	745	739	738	737	736	735	734	733	
Nature's Grave	Coing the Distance	Nairebi Affair: Director, Marvin J. Chemsky	Nailled	Myth of the Male Orgasm, The	Myth	Mysteries Of The Mind	Mysteries From Beyond Earth	My Life	My Herues Have Always Been Cowboys	My Ghost Dog	My Boyfriend's Back/ Director, Paul Schneider	My Best Friend's Wife	Mute Witness	Musti 3D Series	Must be Heaven (aka Who's Your Daddy?)	Music From Another Room	Murder Party	Murder Ordsined Director, Mike Robe	Mummy Lives	Muke Movie, The	Mrs. Dalloway	Mr. Rice's Secret	Mr. Gibb aka The Good Student	Moving The Mountain	Woving Target	Moviemakers in Wonderland	Mortal Passions	Morning Glory	Morgan's Ferry	More Mercy	More Dogs than Bones	Moon 44	Monster, The (Martin Beck II)	Monster Caruge	Money Mass, The (Martin Beck II)	Money Kings	Mom's Outta Sight	Mom, Can I Keep Her?	Majave Moon	Modus Anomali	Mistress	Mistress	Mission of Justice	Miranda	TITI
Arclight Films	Think Film	CME	Nailed, LLC/Curb Enter	J&M	Barking Cow	CME	CME	Connexion	EK Gaylord Productions, II	Andrew Stevens	CME	Zenpix	J&M	ER Productions	Papa Productions	Capella	Everybody Dies	CME	MPCA	Stevens Entertainment Group	First Look	All Channel	Trigger Street Independent	IKM	Royal Oaks	CME	Behavior	New Star	Artisty View	Stevens	Dream	800	J&K	Original Productions Entertainment Net	J&M	Lions Gate	Andrew Stevens	Andrew Stevens	HA Film	PT LifeLike Pictures	J&M	Teps Freductions	Behavior	First Look	Contracting Party
3579/419	3578/424	3464/368	3500/666	3553/616	3553/627	3454/358	3464/368	3500/659	991888	3529/127	3464/368	3513/560	3553/616	in Process	Fouding	3487/356	3558/891	3464/368	3558/894	3576/984	3513/568	3500/658	3577/037	3553/616	3527/240	3464/368	3444/965	3838/348	3487/146	3527/230	3487/212	3513/570	3553/616	in Process	3553/616	3472/357	3529/128	3529/127	3500/667	9914/647	3553/6/6	3579421	3444/965	3513/568	Volume/Bac. No.
7/16/09	90/61/9	1/23/01	5/23/03	3/27/07		1/23/01	1/23/01	6/9/03	&V/13		1/23/01	7/14/04	3/27/07	1/15/15	6/19/06	8/20/02	1/1/07	1/23/01	1/1/07	3/24/09	8/11/04	6/9/03	3/24/09	3/27/07	10/11/05	1/23/01	12/3/99	80/61/9	7/26/02	50/11/01	7/26/02	8/11/2004	3/27/07	11/27/12	3/7/67	\$3/01	8/30/05	8/29/05	5/23/2003	4/1/13	3/27/07	7/16/09	12/3/99	\$011/04	Date of Recarriation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

Ģ	821 821	820	819	888	817	83.6	838	814	<u> </u>	812	811	810	809	808	807	808	808	804	803	802	801	800	799	798	797	796	795	794	793	792	791	790	789	788	787	786	785	784	783	782	781	780	779	778		
INTEREST PROPERTY FOR STATE	Nowbere in Sight	Nothing but the Truth	Not Quite an Angel	Northern Borders	North Country	Nora	Nomads	Woise	Yee!	Nobedy's Fool	No Substitute For Victory	No Place to Hide	No Ordinary Triffe aka Love's Kitchen	No One Can Hear You	No Alibi	Nitti - The Enforcer	Ninja Wars: Director, Kosei Saito	Nine and "9 1/2 Ninjas"	Nightmares in Red White and Blue	Nightmare Years/ Director, Anthony Page	Night Watch	Night Train (Alternative Cinema Company)	Night Terrors	Night of the Living Dead 3D	Night of the Living Dead	Night Eyes 4	Night Eyes III	Listener: a.k.a. Night Caller	Night at the Golden Eagle	Nicholas's Gift	Nice Guys Sleep Alone	Next One, The/ Director, Nico Mastorakis	New World Disorder	New Adven. Yom Sawyer	Never Too Young to Die	Never Too Late	Never Too Late	Never Talk to Strangers	Never on Tuesday	Nerdland	Neighbor's Daughter, The	Neighbor	Necessity: Director, Michael Miller	Nautilus	TITLE	
9776	Blockbuster CMF	Comerica	Stevens	Kingdom County Productions	CME	Comerica	Cinema 7 Productions	Think Film	Convex Group	Connexion	CME	MPCA	Trifle Pilms, Ltd	Blockbuster	Allegro	J&M	CME	Behavior	Lux Digital Pictures, Inc	CME	W.W.	J&M	MPCA	Lux Digital Pictures	Lux Digital Fictures	Stevens	Behavior	benavior	Golden Night Prod	Fo	Lunacy Unlimited Productions, Inc	CME	Promark	Crystal Sky	Crystal Sky	TVA Inti	Behavior	Behavior	Cinema 7 Productions	Gandy Corp Inc	Class	Behavior	CME	Andrew Stevens	Contracting Party	
54047,508	3482/268 and 3481/699	3579/634	3527/230	9925/415	Pending	3579/634	3595/109	3578/425	3578/429	3500/659	3454/358	3558/894	3601/490	3481/699	3471/176	3553/616	3464/368	3444/965	3576/985	3464/368	3553/616	3553/616	3558/894	3601/469	360) /469	3527/230	3444/965	3444/965	3500/657	3453/628	3595/127	3464/368	3469/776	3451/715	3451/715	3483/588	3444/965	3444/965	801/8658	Pending	Pending	3444/965	3464/368	352W127	Volume/Dec. No.	
1/23/01	10/31/01	7/16/09	19/11/05	1/15/15		7/16/09	10/25/10	90/61/9	6/19/06	6/9/03	1/23/01	1/1/07	2/16/11	10/31/01	6/29/01	3/27/97	1/23/01	12/3/99	3/24/09	1/23/01	3/27/07	3/27/07	1717/07	2/16/11	2/16/11	10/11/05	12/3/99	12/3/59	6/9/03	5/30/00	12/2/09	1/23/01	\$/23/01	4/16/00	4/10/00		12/5/99	12/3/99	1024/10			12/3/99	1/23/01	8/29/05	Date of Recordation	

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

865	864	863	862	385	860	659	\$5. \$6.	857	856	සිදුව	854	853	852	GS GS	850	849	348 8	847	845	00 15 15	844	843	842	841	840	839	838	837	83 83	835	834	833	832	831	830	829	828	827	826	828	824	823	
Prace and Riot	Passionate Revenge	Pass, The	Party Line	Furty Line	Paris Countdown	Paranormal Whacktivity	Paradisc Lost	Paper Bullets	Painting, The	Pact, The	Oxford Blues	Overlords Of The UFO	Over the Line	Out for Blood	Other Voices	Orgazmo	Ordinary Sinner	Options	Opportunist, The	Operation Neighborhood Watch	Operation Delta Force II	Operation Delta Force	Opening Night (Cassavetes)	Open Fire	Only Thrill, The	Only the Strong	One Way Out	One Tough Cop	One Man's Hero	One Last Dance	One Hell of a Guy	One Eyed King	One Cup Of Coffee	Once Upon a Texas Train/ Director, Burt Kennedy	Once Upon A Scoundrel/ Director, George Schaefer	On the Border	Odds, The	Ocean Tribe	OBAM Nude "	O.K. Garage	Nutty Nut	Nurse, The	THE
Unknown Productions	Andrew Stevens	Drewn	Behavior	Westwind	Gaument	Paranonnal Wacktibity, LLC	757 Acquisition	Artists View	Imageworks	Allegro and Motion	Cinema 7 Productions	CME	MPCA	Brandes Films	Comerca	Behavior	Lantern Lane	Silver Lion Films	First Look	North of Two Entertainment LLC	Nu-Image	Nu-image	M&l	Behavior	Moonstone	Connexion	Blockbuster	Behavior	Silver Lion Films	W.A.W. Productions	Aunosphere	Think Film	Mæl	CME	CME	Nu-image	Visit Films	MW	Onud, DLC	JAM	Connexion	Behavior "	Contracting Party
9914/650	3528/198	3443/355	3444/965	3462/683	in Process	9914/649	3500/663	3467/336	3578/435	3456/967	3595/109	3464/368	3558/894	3578/434	3579/634	3444/965	Pending	3576/986	3513/568	Pending	in Process	3451/746	3553/616	3444/965	Pending	3500/659	3482/268 and 3481/699	3444/965	3576/986	in Process	3452/310	3578/423	3553/616	3464/368	3464/368	34517746	3618/478	3553/61/6	3628/242	3553/616	3500/659	3444/955	Volume/Doc. No.
4/1/13	10/16/05	66/61/01	12/3/99	12/15/00	&/1/13	4/1/13	5/23/03	3/28/01	6/19/06	1/17/00	10/26/10	1/23/01	1/1/07	6/19/06	7/16/09	12/3/99		3/24/09	8/11/04			4/10/00	3/27/07	12/3/99		6/9/03	10/11/01	12/3/99	3/24/09		5/2/00	8/19/06	3/27/07	1/23/01	1/23/61	4/10/00	6/26/12	3/27/07	11/27/12	327/07	50,60	12/3/99	Date of Recordation

333	930	606	806	907	308	905	9834	903	7.08	1555	200	95	908	868	897	896	898	894	893	892	891	890	889	888	887	988	885	884	883	288	88.	880	879	878	877	876	875	874	873	872	871	870	869	868	867	866	
Purgatory	Proximity	Prophet's Game	Prophet	Private Lives of Pippa Lee	Prisoner of Honor	Prison Heat	Princess Caraboo	Frincess and the Goblin, The	r fince of Juliana	Fince bear and the Mailting boy	Prince Day and April William Property	Drive and Contact	Priest of Louis	Price of Kissing. The	Prey of the Jaguar	Prey for Rock and Roll	Pretty When You Cry	Press Run	President's Mistress	Post Mortem	Passessed by the Night	Portrait Of A Hitman/ Director, Allan Buckhantz	Foolboy: Drowning Out the Fury	Ponchao	Polar Bear King	Plump Fiction	Playing God	Plato's Run	Pin 8	Plague	Piranha	Pin .	Pimp	Pilgrim	Piece of Action	Phil the Alien	Phasma Ex Machina	Phantom Punch	Phantom Of The Opera! Director, Robert Markowitz	Pete's Meteor	Personal Effects	Perfect You [Crazy Little Thing]	Ferfect Bride	A breed apart: a.k.a. Ferfect Assassins	Pearl Hotel, The (Martin Beck II)	Peaceltesper	TITLE
Behavior	First Look	Inferno Distribution	Andrew Stevens	Winchester Capital Management	J&M	MPCA	Jam	J&M	Connexion	Junes & Hill	lean Cilm	Stigothamtor	18-X	Behavior	Elevation	Prey, LLC	Gebbia Group Entertainment	Allegre and Metion	King's Road	MPCA	Sehavior	CME	Camelot Distribution Group	Entrepreneur Films, LLC	Connexion	Behavior	Behavior	Nu-lmage	en e	Burning Ships Pty Ltd.	Silowtime	Schavior	Triple S Films	Prumark	American World	Industry Works	Phasma Productions	Cimesavvy, Inc	CMB	Capella	Personal Effects Film Corporation	Perfect Productions	Behavior	Promark	L&M	Nu-lmage	Contracting Farty
3444/965	3513/568	3578/598	3529/127	3583/934	3883/616	3558/894	3553/616	3553/616	3500007	3500550	Order and minimal const	2021/26 Pro 39C/C37C	22225	3444/965	3487/144	3558/881	3482/322	3456/967	3448/527	3558/894	3444/965		3612/660	9914/652	3500/659	3444/965	3444/965	3451/746	3595/126	In Process		3444/965	3618/325	3469/776	Pending	3578/469	3601/315	3583/935	3464/368	3487/356	3579/422	Pending	3444/965	3469/776	3553/616	3451/746	Volume/Dac No.
12/3/99	S/11/04	80/61/9	8/29/05	9/23/09	3/27/07	23.87	3/27/07	3/2//07	0/2/03	TOWNS O	8 / 5/10 / 5/10 / 5	103131	TOTAG	12/3/99	7/26/02	1/1/07	4/30/02	1717/00	2/15/00	1/3/07	12/3/99	1/ £3/ £3.00 1	27/12	A/3/33	6/9/03	12/3/99	12/3/99	4/10/00	12/2/09	6/25/15	12/30/1999	12/3/99	6/26/12	5/23/01		6/19/08	2/16/11	9/23/09	1/23/01	8/20/02	7/16/08		12/3/99	5/23/01	3/27/07	4/10/00	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC. 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

957	986	955	954	953	952	951	950	949	948	947	946	945	944	943	942	943	940	939	938	937	936	935	934	933	932	33	938	929	978	927	87%	925	924	923	922	921	920	919	816	917	3.5	915	914	913	912	
Road to Wellville, The	Road Rage	Read Rage	Road Rage	Road From Erebus	Rising Storm	Rising Stars	Ripped	Riot	Ribanna: Good Girl, Bad Girl	Right Hook, The	Ride	Rhapsody in Bloom	Revengers' Comedies, The	Revelation	Return of Swamp Thing, The	Resurrection	Restless City	Resence of Jessica McClure/ Director, Mel Damski	Rescue Me	Requiem for Murder	Renegade Ninjas/ Director, Sado Nakajima	Redline	Kickboxer 4	Redball	Red Team	Red Surf	Red Line	Reborn? Director, JJ Bigasluna	Rebel Storm	Rebel High	Rome.	Real McCov	Rayenhawk	Rapid Assault	Rap Sheet: Hip Hop and the Cops	Random Encounter	Rage, The	Rage, The	Race	Quiet Thunder	Quicksand	Quest, The	Quality of Life	Pushing Up Daisies: Director, Ivan Nagy	Pursuit/ Director, Thomas Quillen	TITLE
J&M	GFT Rowd Films, Inc	GFT Road Kage Films, Inc.	Home Box Office	Silverline Agreement	Behavior	Modern Verge, LLC	PPM Film 101 LLC	Press on Features, Ltd	Vision Music Inc	Panorama Ent	South Swell Films LLC	Behavior	J&M	City By The Lake Production	J&M	New City	Restless City, LLC	CME	MPCA	Allegro and Motion	CME	Mu-lmage	Moonstone	MPCA	Regent	Behavior	Fairway Film Alliance, LLC	CME		Atmosphere	Tem.	Connexion	Behavior	Andrew Stevens	Bad Rap, LLC	Allegro and Motion	Whacked in the Head, LTD	Whacked in the Head, LTD	Paul L. Newman	Behavior	First Look	Behavior	Quality of Life Film	CME	CME	Contracting Farty
3553/616	3472/163	3474/142	3474/258	3612/754	3444/965	383/9195	Pending	in Process	3618/528	3612/661	In Process	3444/965	3553/616	Pending	3553/616	3455/63	3618/324	3464/368	3558/894	3456/967	3464/368	345) /746	3513/569	3558/894	3474/143	3444/965	9914/653	3464/368	3444/965	Pending	91971551	3500/659	3444/955	3529/127	3558/877	5456/967	3562/728	3556/536	3500/668	3444/965	3513/568	3444/965	3578/597	3464/368	3464/368	Yolume/Doc. No.
3/27/07	1/27/01	8/33/01	8/7/01	<u> 2</u> 1112	; i	2/16/11		4/1/13	6/26/12	2/7/12	6/25/15	12/3/99	3/27/07		3/27/07	5/16/00	6/26/12	1/23/01	1/1/07	1/17/00	1/23/01	4/10/00	8/11/04	1/3/07	8/31/61	123/99	<i>\$(1)</i> /13	1/23/01	12/3/59		3/27/67	6/9/03	12/3/59	8/29/05	1/1/07	1/17/00	3/10/08	6/20/08	\$/23/03	12/3/1999 10/18/2010	8/11/04	12/3/99	6/19/06	1/23/01	1/23/61	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA PILMS LLC., 757 FILM ACQUISITION LLC. BD PRODUCTIONS LLC.

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nd's Last Journey Ref Grizzly. The e Grizzly. The e testor, David Mackay rettor, David Mackay rettor, David Mackay He devents Frawley file - The Life of Dayton O'Hyde formers ger f Vashington, The pile f Vashington, The pile f Ref James Frawley f Vashington, The frame, The fra	e K	TITLE	Contracting Party	Volume/Doc. No.	
Rock Steady Rock Steady Froductions. LLC Rague & The Grizzity. The Rott of Evit Running Wild Running Kanning Running Wild Running Kanning Running Wi	959	Robert Ryland's Last Journey	J&M J		3553/616
Rogue & The Grizzity: The Rogue & The Grizzity: The Roots of Evit Roots of Evi	950	Rock Steady	Rock Steady Froductions: LLC		3612/662
Roofs of Evil Route 9: Directory, David Mackay Route 9: Directory, David Mackay Run for Your Like Running Wild Running Running Running Wild Running Running Running Relation Running Running Relation Ru	38	Rogue & The Grizzly, The	CME		3464/368
Raute V. Director, David Mackay Run for Your Life Runsway Heart Director, James Frawley Running Wild Running	962	Roots of Evil	MPCA		3558/894
Run for Your Life Runaway Henry Director, James Frawley Running Wild Running Wild Running Wild - The Life of Dayton O'Hyde Running Rimer RX Sin Recein Sairtifee Sairt Start	963	Route 9/Director, David Mackay	CME		3464/368
Runawy Heart/ Director, James Frawley Running Wild Repair Wild Recan Recan Running Wild Recan Recan Rax Sun Recen Rax	964	Run for Your Life	Brooklyn Film Networks, Inc		3576/987
Running Wild Running Wild - The Life of Dayton O'Hyde Running Wild - The Life of Dayton O'Hyde Sairing Free Running Films, LLC Russian Singer RX Sacrifice Sairis and Sinners Sam Steele and the Junior Detective A. Sanctuary Santia and Sinners Santia and Sinners Santia and Sinners Santia re Sant	236	Runaway Heart/ Director, James Frawley	CME		3464/368
Running Wild - The Life of Dayton O'Hyde Running Wild - The Life of Dayton O'Hyde Free Running Films, LLC Russian Singer RX Sacriffee Saint of Fort Washington, The Saints and Sinners Sam Steele and the Junior Detective A. Santis and Sinners Sam Steele and the Junior Detective A. Santis and Sinners Sam Steele and the Junior Detective A. Santis Fe Santa Nith Muscles Santia Fe Sastan With Muscles Sastan Singer Sastan Singer Sastan Singer Sastan Films International Sasquatch Sastan Films International Sasquatch Gang, The Sastan Sulfie Helper Sastan Singer Santis Fe Santis Films International MFCA MFCA	5 5	Conning Wild	CHAIN COOK		000000
Running Wild - The Life of Dayton O'Hyde Russian Singer Russian Singer RX Saint Singer Sacrifice Sacrifice Saint of Fort Washington, The Saint and Sinners San Steele and the Junior Detective A. Santiar Fe Santa with Muscles Santa with Muscles Sary Saint with Muscles Sary Saint Saint's Little Helper Santar Cap II Sary Carred City Scanner Cap II Scarred City Scarred Cit	968	Running Wild	Behavior		3444/965
Russian Singer Russian Singer Russian Secrifice Saint of Fort Washington, The Saint of Fort Washington, The Saint and Sinners Sans Steele and the Junior Detective A. Sample People Sansta With Muscles Sarquatch Sasquatch Sasquatch Sasquatch Sasquatch Sasquatch Savate Sarvate	969	Running Wild - The Life of Dayton O'Hyde	Free Kunning Films, LLC		in Fracess
RXX Sin Receta Sacrifice Saints of Fort Washington, The Saints and Sinners Sam Steele and the Junior Detective A. Sandtuary Samt Fe Sandtuary Sand	970	Russian Singer	Connexion		3500/659
Sacrifice Saint of Fort Washington, The Saints and Sinners Sam Steele and the Junior Detective A. Sample People Sample People Santa with Muscles Santa with Muscles Santa with Muscles Santa with Muscles Santa with Gang, The Savate Sav	971		RX Sin Receta		3553/628
Saint of Fort Washington, The Saints and Sinners Sam Steele and the Junior Detective A. Sample People Sants with Muscles Sarts with Muscles Sasquatch Sasquatch Sasquatch Sasquatch Sasquatch Savate Sarvate Sarvate Senin's Little Helper Sarvate Sening Grace Seanner Cop Seanner Sea	972	Sacrifice	Comerca		3579/634
Saints and Sinners Sam Steele and the Junior Detective A. Sample Feople Santa Fe Santa Fe Santa Fe Santa With Muscles Santa Fe Savariat Muscles Santa Fe Savariat Muscles Sasquatch Gang, The Savariat Cope Santa Steele Helper Savariat Cop II Scanner Cop II Scanner Cop II Scanner Cop II Scorpion One Scorpion One Scorpion One Scorpion Clab Scorpi	973	Saint of Fort Washington, The	XX		3553/616
Sam Steek and the Junior Detective A. Emastic Films International Sample People Sample People Santa Ye Santa Ye Santa With Muscles Savata Ye Sasquatch Gang, The Sasquatch Gang, The Sasquatch Gang, The Sasquatch Gang, The Savata Satian's Little Helper Savata Santa Ye Sarian's Little Helper Savata Santa Ye Scanner Cop II	374	Saints and Sinners	Behavior		3444/965
Sample People Santary Santa Fe Santa Fe Santa with Muscles Sasquatch Sasquat	25	Sam Steele and the Junior Detective A.	Fantastic Films International		3595/133
Santa Fe Santa with Muscles Santa with Muscles Sasquatch Santa Fe Santa Fe Sasquatch	976	Sample People	MPCA		3558/894
Santa with Muscles Sasquatch Sasqua	978	Santa We	Nu-lmage		345)/746
Sasquatch Sasquatch Gang, The Satist's Little Helper Saving Grace Saving Grace Saving Grace Scanner Cop II Scanner Cop II Scanner Cop II Scorned 2 (aka A Woman Scorned 2) Scorned 2 (aka A Woman Scor	979	Santa with Muscles	Elevation		3487/144
Sasquatch Gang, The Satur's Little Helper Savate Savate Savate Savate Savate Savate Savate Savate Scanner Cop Scanner Cop II Scanner Cop II Scanner Cop II Scanner Cop II Scorned 2 (aka A Woman Scorned 2) Scorned 2 (aka A Woman Scorned 2) Scupiress, The Scorpion One Sciff Cam VI: Journey into Darkness Screwed Secret Agent Club, The Secret Agent Club, The Secret Laughter of Women Secret Santa S	986	Sasguarch	CNE		3464/368
Satin's Little Helper Savate Savate Savate Served Scanner Cop II Scarred City Scorred 2 (aka A Woman Scorned 2) Sciptoress, The Sciptoress, The Sciptoress Team VI: Journey into Darkness Servet Agent Club, The Secret Laughter of Women Secret Santa Secret Santa Secret Storage Sensation Serial Killer: a.k.a. Informo Serial Riller: a.k.a. Informo Serial Riller: a.k.a. Informo Savate Savate Behavior Self Storage Behavior Seal Score Servet Agent Club, The Secret Santa Secret Santa Secret Santa Secret Sa		Sasquatch Gang, The	Sony BMG		3558/89/2
Saving Grace Saving Grace Saving Grace Seanner Cop II Scanner Cop	982	Satan's Little Helper	Satari's Little Company, LLC		3578/596
Scanner Cop II Scanner Cop II Scanner Cop II Scanner Cop II School of Life Scorned 2 (aka A Woman Scorned 2) Scorpion One Screwed Scrip Punching Bees, LLC APlus Entertainment Vision Films, Inc Screwed Sast Mountain Screwed Screwed Screwed Sast Mountain Screwed Screwed Screwed Sast Mountain Screwed Screwed Screwed Screwed Sast Mountain Screwed Screwed Screwed Sast Mountain Screwed Screwed Screwed Sast Mountain Screwed Screwed Sast Mountain Screwed Screwed Sast Mountain Screwed Sast Mountain Screwed Screwed Sast Mountain Screwed Screwed Sast Mountain Screwed Andrew Stevens Screwed Screwed Andrew Stevens Screwed Screwed Andrew Stevens Screwed Screwed Sast Mountain Screwed Andrew Stevens Screwed Screwed Sast Mountain Screwed Andrew Stevens Screwed Screwed Screwed Sast Mountain Screwed Andrew Stevens Screwed Screwed Andrew Stevens Screwed Screwed Andrew Stevens Screwed Screwed Screwed Andrew Stevens Screwed Screwed Screwed Andrew Stevens Screwed Screwed Andrew Stevens Screwed Screwed Andrew Stevens Screwed Screwed Andrew Stevens Screwed Screwed Screwed Andrew Stevens Screwed Screwed Andrew Stevens Screwed Screwed Screwed Screwed Andrew	280	Section Carone			カインカンドプログ
Scanner Cop II Scarred City School of Life School of Life Scorned 2 (aka A Woman Scorned 2) Scorned 2 (aka A Woman Scorned 2) Scorwed 3 (aka A Woman Scorned 2) Sciptoress The Scorned 2) Sciptoress The Scorned 20 Scorned Club The Scorned Club The Scorned Club The Scorned Disco Revolution Scorned Laughter of Vomen Scorned Scorn	985	Scanner Cop	Sehavjor		3444/965
Scarred City School of Life School of Life School of Life School of Life Scored 2 (aka A Woman Scorned 2) Scorpion One Sco	986		Behavior		3444/965
School of Life Scorned 2 (aka A Woman Scorned 2) Scorned 2 (aka A Woman Scorned 2) Scorned 3 (aka A Woman Scorned 2) Scorpion One Scorp	987	Scarred City	Nu-lmage		345)/745
Scorned 2 (aka A Woman Scorned 2) Scorpion One Sast Mountain Scorpion One Sast Mountain Scorpion One Sast Mountain Scorpion One Sast Mountain Scorpion One Sast Mounta	886	School of Life	Amer World Pictures		3578/595
Scorpion One Scorpion One Screwed Screwed Screwed Sculpress, The Sculpress, The Sculpress, The Sculpress, The Sculpress, The Schattane Secret Agent Club, The Secret Laughter of Women Secret Santa Secret Santa Secret Santa Secretary Self Storage Sensation S	989	Scorned 2 (aka A Woman Scorned 2)	Andrew Stevens		3529/127
Screwed Sculptress, The Sculptress, The Sculptress, The Sculptress, The Sculptress, The Scharinne Scharinne Scharine Secret Agent Club, The Secret Disco Revolution Secret Laughter of Women Secret Santa Secretary Self Storage Sensation S	990	Scorpion One	Slevens		3527/230
Sculptress, The A-Plus Entertainment Scul Team VI: Jaurney into Darkness Vision Films: Inc Sebastiane Jax Sebastiane Bast Mountain Secret Agent Club, The Elevation Secret Disco Revolution Secret Laughter of Women Secret Santa Secret Santa Andrew Stevens Secretary Behavior Self Storage Yend Productions Sensation Behavior Serial Killer: a.k.a. Informo Behavior Behavior Behavior Serial Killer: a.k.a. Informo	166	Screwed	Punching Bees, LLC		
Schasting Scond to Die Secret Agent Club, The Secret Disco Revolution Secret Laughter of Wamen Secret Santa Secret Santa Secretary Self Storage Sensation Sensation Serial Killer a.k.a. Inforno	2 2	Soul Team VI. Inventor into Declarate	A-FIES Cherestermon		3982/0365 3982/0365
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Secret Agent Club, The Secret Disco Revolution Secret Laughter of Women Secret Santa Secretary Self Storage Sensation Serial Killer: a.k.a. Inform	995	Second to Die	Bast Mountain		3537/974
Secret Disco Revolution Secret Laughter of Women Secret Santa Secretary Self Storage Sensation Serial Killer: a.k.a. Inferno	366	Secret Agent Club, The	Elevation		3487/144
Secret Laughter of Women Secret Santa Secretary Self Storage Sensation Serial Killer: a.k.a. Inferno	997	Secret Disco Revolution	Seville Pictures, Inc.		In Process
Secret Santa Secretary Self Storage Sensation Serial Killer: a.k.a. Informo	866	Secret Laughter of Women	Comerica		3579/634
Secretary Self Storage Sensation Serial Killer: a.k.a. Informo		Scoret Santa	Andrew Stevens		3529/127
Taka Inferno		Secretary	Behavior		. 3444/98/8
" a.k.a. lnferno		Self Storage	Verdi Productions		3628/244
Serial Killier: a.k.a. Inferno		Sensation	Behavior		3444/965
		Serial Killer: a.k.a. Inferno	Behavior		3444/955

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC. 787 FILM ACQUISITION I.LC, BD PRODUCTIONS LLC

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	Centracting Farty	Volume/Dac No.	
1995 Serbent Rising	Tri-M Entertainment	3612/663	
	1836	3553/616	
	7CB, LLC	Pending	
	Brightlight Pictures	in Process	
	Film Broker's Int'l	3553/631	
	Shelberg Em	3553/623	
	Moonstone	3513/569	
	Comexion	3500/659	
	Sigvens	3527/230	
	N.A.C	3553/616	
	Imagination worldwide	3578/594	
	Nu-Image	3451/746	
1017 Shark in a Bottle	Atmosphere	3452/310	
	The Lake Movie LLC	9926/044	
1019 Shattered Image	Behavior	3444/965	
1020 She/ Director, Avi Nesher	CVE	3454/388	
1921 Shelter	Shelter Far Two, LLC	In Process	
1922 Sherhock: A Case of Evil	Sheriock Halmes Film	is Process	
1013 Sherbock: Undercover Dog	Westwind	3462/683	
1024 Sherrybaby	Netflix, Inc.	3558/876	
1925 Shipment, The	Blockbuster	3482/268 and 3481/699	
1926 Shock to the System, A	Filmstar	3482/323	
1027 Shogun's Ninja/ Director, Norifumi Suzuki		3464368	
	Sievens	3527/230	
1029 Shootfighter	Beingvior	3444/965	
1039 Shootiighter II	Behavior	3444/565	
1031 Short Circuit	800	3513/570	
1032 Shrimp on the Barbie	All Charmel	3500/660	
1033 Shuffle	Submarine Emertainment	3618/322	
1034 Shuffle (Domestic)	Submarine Entertainment	In Process	
1038 Shuffle (International)	Submarine Entertainment	in Process	
1036 IS Shades of Dust: a.k.a. Sicilian code	Artists View	3467/336	
1037 Sidekicks	Behavior	3444/965	
1038 Siesta	J&M	3553/616	
	J&M	3553/816	
	Artists View	3467/336	
	ArcLight	3578/593	
	Connexion	3500/659	
	Amer World Pictures	3537/969	
		The state of the s	
	Cohort Films LLC/Destiny Horizons Lt	Yending	
1045 Skateboard Madness/ Director, Julian Pena Jr.	CME	3464/368	
1046 Skeletons	All Channel		: : :
1047 Skeletons	Elevation	3487/144 //20/2002	: to.
1048 Skid Row	Skid Rew Productions	3562/747	
1049 Sky Firates	XXI	3553/616	

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385 AMBERTS	Control Anna Carata Markaso	Straight Into Danizacso	Story Lady. The	Storm Chaser	Stoned	Stolen White Elephant	Stick Up, The	Steve Niles Remains	Stephen King's A Good Marriage (Fomestic)	Steel Sharks	Sieel Dawn	Starlight	Star Hunter	Stalker	Stalked	Singe	Splitsville	Spittin' Image/ Director, Russell S. Kern	Spirit of the Forest	Spinning into Butter	Spin	Specimen	Specials, The	Space Warrier, Battle For	Space Firebird	Souvenir	Southern Cross	South Sens Massacre/ Director, Pablo Santiago	Source, The	Soul Survivors	Sophie	Somewhere Slow	Semething to Cheer About	Something to Believe In	Something About Love	Somebody is Waiting	Solomea	Soft Kill, The	Snow on the Bluff	Snake Treaty: Director, David Greene	Smoke N' Lightnin	Smoke In The Wind Director, Andy Brennan	Smile	Small Time Obsession	Stender	Slam I Am	TILL	
o menus	Cramman	Ebird Brickard Inc.	Jones Film	Regent	linandem Films	Crystal Sky	Cinema 7 Productions	Synthetic Cinema International, LLC	Anderson Coms LLC	Andrew Stevens	Silver Lion Films	J&M	Andrew Stevens	Statker Films Ltd	Behavior	Liens Cate	757 Acquisition	CME	Fantastic Films International	Whitsett Hill Films	Spin Productions	New City	Regent	CME	CME	is. N	Ben Beckett Films	CME	Icon Entertainment	J&M	Knightscove Media Corp	Somewhere Slow, LLC	Lantern Lane	J&M .	Behavior	Ali Channel	FC	Dream Ent.	Fuzzy Logic Productions	CME	Silverline Agreement	CME	Dark Forest Releasing Corp.	J&M	Studio Alliance Entertainment	Mass Hystern Entertainment	Contracting Party	
6.68.77.88.86	4577545	3678/601	3487/358	3474/345	3578/589	3451/716	3595/(09	3618/336	In Process	3529/127	3576/986	3553/516	352V/127	In Process	3444/965	3472/357	3500/663	3454/368	3595/133	3576/989	Feating	3467/959	3474/144	3464/368	3464/368	3553/616	3465/448	3464/368	3483.689	3553/818	3618/337	In Process	3553/622	3553/616	3444/965	3451/714	3453/628	Pending	3618/338	3464/368	3612/754	3464/368	3578/590	3553/6) 6	Pending	3595/106	Volume/Doc. No.	
160.0000	10/11/08	WU01/V	8/20/02	8/31/01	6/)9/06	4/)0/00	10/27/16	6/26/12	12/15/14	8/25/05	3/24/09	3/27/07	8/29/0S	a/2/13	12/3/59	8/3/01	\$/23/03	1/23/61	4/7/10	3/24/59		4/19/01	8/31/61	1/23/01	1/23/01	3/27/07	2/16/01	(/23/0)	5/9/02	3/27/07	6/26/12	W//13	3/27/07	3/27/07	12/3/99	4/10/00	5/30/00		8/26/12	8/10/00	2/7/12	1/23/01	6/19/06	3/27/07		101810	Date of Recordation	

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

1141	05:11	1139	1138	1137	1136	1135	1134	1133	133	1131	1130	1129	1138	1127	1126	1125	== == == == == == == == == == == == ==	1123	1122	112	1120	5338		1117	E	3	en en en	1113	544 566 566 566 566 566	tad text text text	 	1109	308	3107	1106	1105	1104	3303	1102	1191	3300	3099	\$603	1097	1096	
Textuality	Texas Funeral, A	Terminal Rush	Terminal Bliss	Temple	Telling Lies in America	Telling Lies in America	Techno Police	Teacher of the Year	TBM 3	Tax Man, The	Target	Tapped	Tapeheads	Tales from the Barkside - The Movie	Taking Earth	Taken	Tactical Assault/ Director, Mark Griffiths	Table for One	Sweet Angel Mine	Sweepers	Sweatshop (Domestic & International)	Svengali/ Director, Anthony Harvey	Suspiria	Survival Game, The	Surface to Air	Sure Thing	Surabaya Conspiracy: Director, Wray Davis	Super High Me	Sugar Mountain	Sugar Hill	Succubus	Subway Kids (Martin Beck II)	Suburbans, The/ Director, Donal Lardner Ward	Subject	Styx	Stuckey's Last Stand! Director, Lawrence Goldfarb	Stryker	Strigoi	Street Knight	Street King	Stray Bullets	Stranger's Kiss	Stranger, The	Stranger in the House	Strange Bedfellows	THLE
6857285 Canada, Ltd.	J&M	Andrew Stevens	MPCA	Temple Production LLC	Winstar	Behavior	CME	Teacher of the Year LLC	TBM 3 Meyre, LLC	All Channel	Westwind Group, Inc	Tapped Picture Corp	Filmstar	J&M	High Octane Pictures, LLC	Allegro and Motion	CME	Behavior	Comerica	Nu-image	Bloodline Entertainment	CME	BDO	Lighthouse Pictures, LLC	Andrew Stevens	8,0,0	CME	Ked Envelope Entertainment	Film Mode Entertainment	Mæl	VI Cut Productions Inc	Mæi	CME	Allegro and Motton	Blockbuster	CME	JAM	St. Moritz Productions	MPCA	Mistrai Pictures	Glass Eye Pix, Inc	Jam	Moonstone	Behavior	Strange Fellows PTY	Contracting Party
3610/591	3553/616	3529/1,27	In Process	Pending	3454/982 7/11/2000	3444/965	3464/368	In Process	3691/475	3444/875	la Frocess	In Process	3482/323	3553/616	Pending	3456/967	3454/368	3444/965	3579/634	3451/746	3612/755	3464/368	3513/570	3628/248	3529/127	3513/570	3464/368	3562/746	Pending	3553/616	3558/875	3553/616	3464/368	3456/967	3482/268 and 3481/699	3464/368	3553/616	3595/132	3483/980	3483/580	Pending	3553/616	3513/569	3444/965	Pending	Yolume/Doc. No.
2/16/11	3/27/07	8/29/05	1/1/07		2000		1/23/01	W3/16	2/16/11	11/29/99	9/23/09	4/1/13	4/30/02	3/27/07		1/17/00	1/23/01	12/3/99	7/16/09	4/10/00	2/7/12	1/23/01	8/11/04	11/27/12	8/29/05	8/11/04	1/23/01	3/10/08		3/27/07	1/1/07	3/27/07	1/23/01	1/17/00	10/3/01	1/23/01	3/27/07	4/7/10	1/4/07	10/3/01		3/27/07	8/11/04	12/3/99		Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, 8D PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

				1179 Twilight: Untitled		1177 Turn the River Twenty Twenty							1170 Tropical Heat		1168 Tripfall	1167 Trigger Man	1166 Trial Watch	1165 Traveller	1164 Franspecos		1162 Trailer Park Boys: Don't Legalize It			1159 Trail Of The Wild	1158 Top of the World			1155 TKO (aka Urban Assault)	1154 Time Under Fire	IIS3 TED	Tim Tebow; Cast of Hunger Games; Beyonce;	1152 Throwing Stars	1151 Threshold	1150 Three Musketeers, The	1149 Thrails	1148 Thousand Pieces of Gold	1147 This Revolution	1146 This is My Father	1145 30 Years to Life	1144 Thirty Days	1143 Theudore Rex	1142 That was ThenThis is Now	THE
Amer World Pictures Beyond Infl Services	CME	Allegro and Motion	Behavior	Vision Music Inc	CARE	Turn the River LLC	Palm Beach Group	Truth About Love	J&M	Connexion	True Nature, LLC	J&M	Worldwide Multi-Media	CME	Artists View	Glass Eye Pix, Inc	Worldwide Multi-Media	Behavior	Orchard 001 Film, LLC	Symon Prodeutions/Eagle Island Films	TPB Feature III Productions Limited	TPB Feature Productions Ltd	TPB Feature Productions Ltd	CME	Nu-image	Greenwich Street Productions	CME	United Suns Entertainment, LLC	Andrew Stevens	Vertical Ascent inc		Throwing Stars U.C	J&M	J&M	Trademark Entertainment	J&M	Sieven Beers	Behavior	30 Years to Life	Cinemayauh	J&M	J&M	Centracting Farty
3537268 3472/123	3464/368	3456/967	3444/065	3618/528	20607560	3562/744	3618/383	Pending	3553/616	3500/659	In Process	3553/616	3474/917 and 3482/347	3464/368	3467/336	3558/878	3474/917 and 3482/347	3444/965	Pending	3558/873	In Process	3595/131	3558/872	3464/368	3451/746	Pending	3464/368	In Process	3529/127	3628/215		3562/745	3553/616	3553/616	Pending	3553/616	3558/874	3444/965	3509/531	Pending	3553/616	3553/616	Volume/Dec. No.
6/19/06 7/29/01	1/23/01	1/17/00	12/3/00	6/26/12	2112	3/10/08	5/26/12		3/27/07	6/9/03	4/1/13	3/27/07	10/4/2001 and 4/30/02	1/25/01	3/28/01	1/1/07	19/4/2001 and 4/39/02	12/3/99		1/1/07	12/15/14	10/18/10	1/1/07	1/23/01	4/10/00		1/23/01	#W/13	\$0,82,8	11/27/12		3/10/08	3/27/07	3/27/07	7/14/04	3/27/07	1/1/07	12/3/99	4/16/04		3/27/07	3/27/07	Date of Recordation

PRODUCTIONS LLC CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC, SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC., 757 FILM ACQUISITION LLC, BD

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

							1774 When a l						1219 Western Religion	1218 Weirdsville			1215 Wayoft				1211 Warrior Angels	1210 Warterds 3000	1209 Walker Payne													1196 Vengeau	1195 Ups & D	1194 Uploaded		1192 Unlikely Angel	1191 United Passions	1190 Undercurrent	1189 Ultimate Desire	1188 UFO, Fa	1187 U.S. Scals II	1186 U.S. Seals	TITLE	
At her e prechaig rade ric			Where Eskimos Live	When the Rullet Hits the Bone	When Justice Fails	When Eight Bells Toll	When a Man Falls in the Forest	What's Happening to Me? Director, David Worth	What's kaling Gubert Grape	True a partie dinoris Grape	ating Gilbert Grane	What the Moon Saw	Religion	ile.	GH.	Way To Dusty Death, The	Way of the Dragon	ders	amage	Warrior Of The Lost World	Angels	s 3000	ayne			n	Vivero Letter: a.k.a. Forgetten City	J.	eduction)esire	Juarez		Vintner's Luck, The	Venom/ Director, Piers Haggard	Vengeance Of The Space Pirate	Vengeance/ Director, Marc Daniels	Ups & Downs/ Director, Faul Almond			Angel	assions	rrent	Desire	UFO, Fact Or Fiction	SW	и		
CME		AST OF CONTRACT OF SERVICE	Oream Ent	Mouristone	Moonstone	Cinema 7 Productions	Forest Productions, Inc.	CME)	Value Company of money is	Gilbert Graner Partners II	I PORT OF THE PROPERTY OF THE	Automatic Entertainment GL LLC	Shoreling Em	Weather Girl LLC	NAT.	00g	Besom Productions	Blockbuster	CME	Silverline Agreement	Behavior	Walker Productions Inc.	CME	Behavior	The Void Mavie, Inc.	Promark	Visioneers Films Productions	Showtime	Royal Oaks	Las Mujeres LLC	Behavior	Panorama Entertumment	CME	CME	CME	CME	Kamran Delan	Umided, LLC	Worldwide Multi-Media	TF) International	All Channel	Westwind	CME	Blockbuster	Nu-image	Contracting Party	
Pending 3500/659	Pending	Pending		3513/569	3513/569	3595/109	3558/871	54547558	2223/010	3003700	3579/39	3553/616	in Process	In Process	3578/708	3553/616	3513/570	3595/129	3482/268 and 3481/699	3464/368	3612/754	3444/965	3558/880	3464/368	3444/965	Pending	3469/776	3601,476	3446/077	3527/240	3562/743	3444/965	3618/381	3464368	3464/368	3464/368	3464/368	Pending	3595/130	3474/917 and 3482/347	In Frocess	3455/645	Pending	3464/368	3482/268 and 3481/699	in Process	Volume/Duc. No.	
3/25/03	SU/SC/E			8/11/04	8/11/04	10/21/10	1/1/07	1/23/01	3278)	2/20/02	7/16/09	3/27/07	1/15/16	80/61/9	7/15/09	3/27/07	8/11/2004		10/15/01	1/23/01	3/7/12	12/5/99	1/1/07	1/23/01	12/3/99		\$/23/A)	2/(6/1)	12/30/1699	19/11/05	3/10/08	12/3/99	6/26/12	1/23/01	[/23/0]	1/23/01	1/23/01		10/18/10	10/4/2001 and 4/30/02	6/25/15	7/24/00		1/23/01	10/31/01		Date of Recordation	

PRODUCTIONS LLC CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC, 757 FILM ACQUISITION LLC, BD

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

		1275 Zipang	1274 Yukon Safari	1273 Young Ones	1272 Yesterday's Hero	1271 Yellow Rock	1270 Year of the Gun											1259 With or Without You								1251 Wilderness Journey													1238 White Lion	1237 White Irish Drinkers	1236 White Chost	1235 White Collar Hooligan	1234 Whirlygirl	1233 Where did I come From?	1232 Where Truth Lies	TITLE
Left Film Sales	Cinema 7 Productions	IRM	CME	Young Ones Productions	Cinema 7 Productions	Black Elk Mountain Productions, LLC	J&M	Andrew Stevens	WTF Provocateurs	Behavior	C X	J&W.	Wompkee, LLC	Gato Negro Films	New City	J&M	Allegro and Motion	Fellas Productions	American World	Cometica	Candlelight Pictures	Frantic Films Releasing	Behavior	CME	757 Acquistion	CME	Dream Nock	CXE	Fish Creek Films, LLC	J&W	Cherry Bomb Freductions	MS{		Worldwide Multi-Media	Amer World Pictures	Stevens	Cinema 7 Productions	XX	Showcase Entertainment	Submarine Entertainment	Behavior	Press on Features, Ltd.	All the Way Round, Inc	CMB	Silverline Agreement	Contracting Farty
3601/481	3595/109	3553/616	3464/368	in Process	3595/109	in Process	3553/616	3529/127	in Process	3444/965	3464/368	3553/616	in Process	3583/941	3578/438	3553/616	3456/967	3578/433	3487/143	3579/634	In Frocess		3444/965	3464/368	3500/663	3464/368	Pending	3464/368	3618/320	3883/616	3558/879	3553/616	3513/567	3474/917 and 3482/347	3538/552	3527/230	3595/109	3553/616	3595/128	3612/715	3444/965	In Process	In Process	3464/368	3612/754	Volume/Doc.No.
2/16/11	10/29/10	3/27/07	1/23/01	12/15/14	10/28/10	5/25/12	3/27/07	8/29/05	1/15/16	12/3/99	1/23/01	3/27/07	12/15/14	9/23/09	6/19/06	3/27/07	1/17/00	80/61/9	7/26/02	7/16/09			12/3/59	1/23/01	5/23/03	1/23/01		1/23/01	6/26/12	3/27/07	1/1/07		7/14/04	1034/2001 and 4/30/02	90/61/9	10/11/05	10/30/10	3/27/07	01/81/01	2/7/12	12/3/99	41/13	8/19/06	1/23/01	2/7/12	Date of Recordation

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC. SCREEN MEDIA FILMS LLC., 757 FILM ACQUISITION LLC, BD PRODUCTIONS LLC

Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

HILE	Contracting Party	VolumeDec No.	Date of Recordati
	Hess Kallberg	3467/356	4/2%%
279 Zoom	WTFilms	Pending	
1286 200 Miles	Colgone		
IZRI 57 Seconds	Curmudgeon inc		
	Double Dutch International Inc		
(283 Beaver Falls (12 eps)	All3Media		
1284 Black Water: Abyss	Altitude Film Sales Limited		
1285 Clara	Myriad Pictures, Inc		
1286 Corporate Animals	Incredible Edible Mayre LLC		
1787 Deep Murder	Hot Octopus, LLC		
1388 Dreamkatcher	Exurbia Froductions, LLC		
1289 Game Changers	Robert Olson limbs		
1298 Grand Like	Grand Isle The Movie, LLC		
1291 Love Me, Love My Dull (1 ep)	A.II3Media		
1991 Memory: The Origins of Alten	Indie Sales Company		
. 193 My Big Fat Felish (Fep)	All3Media		
1294 One Killer Punch (1 ep)	A.II3Media		
[295 Perps]s	Doors The Movie, U.C		
196 Professor Green: The Forgotten Class (2 eps)	AlloMedia		
1297 Speed with Guy Martin (4 eps)	All3Media		
1298 The Man Who Killed Don Quixote	El Hombre Que Mate A Don Quijote, AIE		
1299 Warning Shot	Warning Shot The Movie, LLC		
	Myriad Pictures, Inc		
303 Pretector		3472/357	
LFOI No Turning Back		3512/074 and 3512/165	

1304

Night hunter Redemption

3513/569 Doc: V3513D569

Nshpman.com/dfsroot/XPUsers-hfd/tzm/Documents and Settings/My Data/My Documents/Film Library for C office.xisx

EXHIBIT B

List of Patents and Patent Licenses

Patent Registrations

Pivotshare Inc. has a patent application (No. 13-651630) (October 12, 2012) entitled "Income Distribution Based on User Consumption of Content"

Patent Licenses

None.

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations

(see attached)

Trademark Licenses

(see attached)

BEING DAD GOING FROM BROKE	CHICKEN SOUP FOR THE SOUL'S ANIMAL TALES	CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES (design	THE SIP CHICKEN SOUP FOR THE SOUL (design)	THE SIP (design)	VACATION RENTAL POTENTIAL PROJECT DAD	
Entertainment, Inc Chicken Soup for the Soul Entertainment, Inc	Chicken Soup for the Soul Entertainment, Inc Chicken Soup for the Soul		Chicken Scup for the Soul Entertainment, Inc	Chicken Soup for the Scal Entertainment, Inc	Chicken Soup for the Soul Entertainment, Inc Chicken Soup for the Soul Entertainment, Inc	EU/JSTRAMI
August 13, 2019 January 23, 2019	January 23, 2019	August 16, 2016	April 30, 2019	April 30, 2019	May 28, 2019 April 16, 2019	
Registered Pending	Pending	Registered	Registerred	Registered	Registered Registered	
5833745 88273535	88273560	5020861	5740140	5740139	5764609 5728284	



POPCORNFLUX COMEDY (design)

Screen Media Ventures, LLC*

January 26, 2016

Registered

4893420

POPCORNFLIX KIDS (design)

POPCORNFLIX.COM

FRIGHTPIX

POPCORNELIX.COM

P (design)

Screen Media Ventures, LLC*

Application filed on March

30, 2011

as of Decemi

85281389

October 25, 2011

Registered

4045201

Screen Media Ventures, LLC*

Screen Media Ventures, LLC* Screen Media Ventures, LLC* Screen Media Ventures, LLC*

December 16, 2014

Registered

4655928

September 10, 2013

December 2, 2014

Registered Registered

4649301

4399612

MONES THE

Screen Media Ventures, LLC* Chicken Soup for the Soul

Truli

POPCORNFLIX.COM (design)

Entertainment, Inc*

Application filed on March

30, 2011

June 3, 2014

Registered

as of Decemi Serial # 85281380

4543876

TRADEMARK 006730 FRAME: 0564

Chicken Soup for the Soul Entertainment, Inc*

* In process of being assigned to Crackle Plus, LLC pursuant to Joint Venture agreement Crackle Plus, LLC

Crackle Plus, LLC

October 2, 2013

Registered Registered

May 11, 2010

3787755 861730

Crackle (Canada)

Crackle (US)

TRULI (design)

June 10, 2014

Registered

4548004

EXHIBIT D

List of Domain Names and Domain Name Licenses

Domain Names

(see attached)

Unregistered Variations of Domain Names

None.

Pending Domain Name Applications

None.

Domain Name Licenses

None.

Chicken Soup for the Soul Entertainment Inc.:

- 1. Aplus.com
- 2. Asharpinc.com
- 3. beingdad.tv
- 4. cssaplus.com
- 5. cssentertainment.com
- 6. citiesburbsorsticks.com
- 7. citiesburbsorsticks.net
- 8. citiesburbsorsticks.org
- 9. citiesburbsorsticks.tv
- 10. goingfrombroke.com
- 11. goingfrombroke info
- 12. goingfrombroke.net
- 13. goingfrombroke.org
- 14. goingfrombroke.tv
- 15. goingfrombroke.us
- 16. norestaurantrequired.com
- 17. norestaurantrequired.net
- 18. norestaurantrequired.org
- 19. norestaurantrequired.tv
- 20. secretlivesofbabies.com
- 21. secretlivesofbabies.net
- 22. secretlivesofbabies.org
- 23. secretlivesofbabies.tv
- 24. thefixertyshow.biz
- 25. thefixertyshow.co
- 26. thefixertvshow.com
- 27. thefixertvshow.info
- 28. thefixertyshow.net
- 29. thefixertvshow.org
- 30. thefixertvshow.us
- 31. thesecretlivesofbabies.com
- 32. thesecretlivesofbabies.net
- 33. thesecretlivesofbabies.org
- 34. thesecretlivesofbabies tv
- 35. theweirdhistoryofcoolthings.com
- 36. theweirdhistoryofcoolthings.net

- 37. theweirdhistoryofcoolthings.org
- 38. theweirdhistoryofcoolthings.t
- 39. vacationrentalpotential.info
- 40. vacationrentalpotential.net
- 41. vacationrentalpotential.org
- 42. vacationrentalpotential.tv
- 43. weirdhistoryofcoolthings.com
- 44. weirdhistoryofcoolthings.net
- 45. weirdhistoryofcoolthings.org
- 46. weirdhistoryofcoolthings.tv

Crackle Plus, LLC:

- 1. crackle.com
- 2. crackle.ca
- 3. crackle.tv
- 4. crackleaudition.co
- 5. crackleaudition.com
- 6. cracklecinemactive.co
- 7. cracklecinemactive.com
- 8. cracklecinemactive.net
- cracklecinemactive.tv
- 10. crackledown.co
- 11. crackledown.com
- 12. cracklefilm.co
- 13. cracklefilm.com
- 14. cracklefilmfest.co
- 15. cracklefilmfest.com
- 16. cracklein.co
- 17. cracklein.com
- 18. cracklemini.co
- 19. cracklemini.com
- 20. cracklemini.net
- 21. cracklemini.tv
- 22. crackleminis.co
- 23. crackleminis.com
- 24. crackleminis.net
- 25. crackleminis.tv
- 26. crackleminisodes.co
- 27. crackleminisodes.com
- 28. crackleminisodes.net

- 29. crackleminisodes.tv
- 30. cracklemovies.co
- 31. cracklemovies.net
- 32. cracklemovies.tv
- 33. cracklemusic.com
- 34. crackleoriginals.co
- 35. crackleoriginals.com
- 36. crackleoriginals.net
- 37. crackleoriginals.tv
- 38. crackleout.co
- 39. crackleout.com
- 40. cracklepitch.co
- 41. cracklepitch.com
- 42. crackleproductions.co
- 43. crackleproductions.com
- 44. cracklestudio.co
- 45. cracklestudio.com
- 46. cracklestudios.co
- 47. cracklestudios.com
- 48. cracklesucks.co
- 49. cracklesucks.com
- 50. crackletelevision.co
- 51. crackletelevision.com
- 52. crackletelevision.net
- 53. crackletelevision.tv
- 54. cracklethrough.co
- 55. cracklethrough.com
- 56. cracklethru.co
- 57. cracklethru.com
- 58. cracklety.co
- 59. cracklety.com
- 60. crackletv.net
- 61. crackletv.tv
- 62. crackleup.co
- 63. crackleup.com
- 64. crackle-uy.com
- 65. crackle-ve.com
- 66. cracklevideo.co
- 67. cracklevideo.com
- 68. cracklevideoworld.co
- 69. cracklevideoworld.com
- 70. cracklevideoworld.net
- 71. cracklevision.co
- 72. cracklevision.com
- 73. cracklevision.net
- 74. crackleware.co

- 75. crackleware.net
- 76. crackleworld.co
- 77. crackleworld.com
- 78. crackleworld.net
- 79. crckle.co
- 80. crckle.com
- 81. getcrackle.co
- 82. getcrackle.com
- 83. getoncrackle.co
- 84. getoncrackle.com
- 85. oncrackle.co
- 86. oncrackle.com
- 87. pitchcrackle.co
- 88. pitchcrackle.com
- 89. crackle-plus.biz
- 90. crackle-plus.co
- 91. crackle-plus.com
- 92. crackle-plus.info
- 93. crackle-plus.mobi
- 94. crackle-plus.net
- 95. crackle-plus.online
- 96. crackle-plus.org
- 97. crackle-plus.tv
- 98. crackle.plus
- 99. crackleplus.app
- 100. crackleplus.biz
- 101. crackleplus.co
- 102. crackleplus.info
- 103. crackleplus.io
- 104. crackleplus.me
- 105. crackleplus.mobi
- 106. crackleplus.net
- 107. crackleplus.online
- 108. crackleplus.org
- 109. crackleplus:plus
- 110. crackleplus.store
- 111. crackleplus.tv

Pivotshare, Inc. (All of these domains are being transferred to Crackle Plus, LLC pursuant to Joint Venture agreement):

- 1. pivotshare.com
- 2. pivotshare.net

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- 3. powerslam.tv
- 4. cagematch.tv
- 5. gforce.tv
- 6. waat.ch
- 7. mediasto.re
- 8. pivotshare.us

Screen Media Ventures, LLC (With the exception of #51 - 79 below, all of these domains are being transfered to Crackle Plus, LLC pursuant to Joint Venture agreement):

- 1. comedyfunflix.com
- 2. comedyfunflix.info
- 3. comedyfunpix.com
- 4. comedyfunpix.info
- 5. espanolflix.com
- 6. espanolpix.com
- 7. espanolpix.info
- 8. espanolpix.net
- 9. espanolpix.org
- 10. familyfunflix.com
- 11. familyfunflix.net
- 12. familyfunpix.com
- 13. familyfunpix.net
- 14. frightpix.com
- 15. frightpix.info
- 16. frightpix.net
- 17. frightpix.org
- 18. popcornflix.biz
- 19. popcomflix.co
- 20. popcomflix.co.uk
- 21. popcornflix.com
- 22. popcomflix.fr
- 23. popcomflix.mobi
- 24. popcornflix.net

- 25. popcomflix.org
- 26. popcomflix.tv
- 27. popcomflix.us
- 28. popcomflix.xxx
- 29. popcomflixcomedy.com
- 30. popcomflixcomedy.info
- 31. popcornflixcomedy.net
- 32. popcornflixcomedy.org
- 33. popcomflixespanol.com
- 34. popcomflixfamily.com
- 35. popcornflix family.info
- 36. popcornflixfamily.net
- 37. popcomflixfamily.org
- 38. popcomflixfamily.us
- 39. popcornflixinstantly.com
- 40. popcorninstantflix.com
- 41. popcomflixkids.com
- 42. popcornflixkids.net
- 43. popflx.com
- 44. popflx.info
- 45. popflx.net
- 46. screamfeatures.com
- 47. screenfeatures.com
- 48. seefilmsfree.com
- 49. seefreefilms.com
- 50. terrorflix.com
- 51. screenmedia.net
- 52. screenmediafilms.net
- 53. adultlifeskillsmovie.com
- 54. aviolentseparation.com
- 55. jig-the-film us (Screen Media Films)
- 56. avs-movie.com

- 57. blueiguanamovie.net
- 58. changeintheairmovie.net
- 59. claramovie.net
- 60. coldbloodmovie.net
- 61. corporateanimalsmovie.net
- 62. curvaturefilm.com
- 63. curvaturemovie.com
- 64. da85doc.com
- 65. deepmurder.com
- 66. Elliot-movie.com
- 67. Fatalcrossing.com
- 68. Incredibleedible.com
- 69. Jeepers3pers.com
- 70. Josiemovie.com
- 71. Liamgallaghermovie.com
- 72. Luzmovie.com
- 73. Mydadinoneword.com
- 74. Oitmovie.com
- 75. Onelastthing.net
- 76. Originsofallen.com
- 77. Pugactually.com
- 78. Straymovie.net
- 79. Thelittlestreindeer.com
- 80. Themercy.film
- 81. Whokilleddonquixote.com

Chicken Soup for the Soul Entertainment Inc. (Truli) (All of these domains are being transferred to Crackle Plus, LLC pursuant to Joint Venture agreement):

- 1. truli.com
- 2. truli.co
- 3. truli.net
- 4. trulimedia.com
- 5. truli.tv
- б. truli.biz
- 7. truli.info
- 8. truli.mobi
- 9. trulimediagroup.com
- 10. trulimediagroup.net
- 11. trulimediagroup.org
- 12. truli-español.com

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EXHIBIT D-1

Form of Assignment of Domain Names

(Attached)

ASSIGNMENT OF DOMAIN NAMES AND DOMAIN NAME RIGHTS

WHEREAS, [], a [], having an address at [] (the "Assignor"), has developed and used and is using the Domain Names, the Domain Name Licenses and the Domain Name Rights identified on the Annex hereto as the same may be replaced, updated and/or supplemented from time to time (collectively, the "Domain Name Collateral"), and is the owner of the registrations of and pending registration applications for such Domain Name Collateral identified on such Annex; and
WHEREAS, Patriot Bank, N.A., a national banking association (the "Assignee") is desirous of acquiring the Domain Name Collateral and the registrations thereof and registration applications therefor;
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant, assign, set over, sell, convey and transfer unto the Assignee all right, title and interest in and to the Domain Name Collateral, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Domain Name Collateral.
This assignment is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this assignment below.
Terms used herein but not defined herein shall have the meanings ascribed thereto in that certain Amended and Restated Intellectual Property Security Agreement dated as of, 2019], among the Assignor, the Assignee and certain other parties thereto, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.
[Signature Page Follows]

ment under seal, on this day of	tuly authorized officer, has executed thi
<u> </u>	
Name:	
Title:	

[ADD APPROPRIATE NOTARY ACKNOWLEDGEMENT]

[Signature page to Assignment of Domain Names and Domain Name Rights]

PATRIOT BANK, N.A.		
$\mathbf{R}_{\mathbf{v}'}$		
Name:	· · · · · · · · · · · · · · · · · · ·	

[Signature page to Assignment of Domain Names and Domain Name Rights]

<u>ANNEX</u> <u>TO</u> ASSIGNMENT OF DOMAIN NAMES

Domain Names:				
Unregistered Variation	s of Domain Na	ımes:		
Pending Domain Name	Applications:			
(
Domain Name Licenses				
<u> </u>				

[Signature page to Assignment of Domain Names and Domain Name Rights]

TRADEMARK REEL: 006730 FRAME: 0579

RECORDED: 08/27/2019