

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540936

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900514008		
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: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5764609	VACATION RENTAL POTENTIAL	
Registration Number:	5728284	PROJECT DAD	
Registration Number:	5740140	THE SIP CHICKEN SOUP FOR THE SOUL	
Registration Number:	5740139	THE SIP	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(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:	09/16/2019		

Total Attachments: 69

source=SecurityAgreement#page1.tif
source=SecurityAgreement#page2.tif
source=SecurityAgreement#page3.tif
source=SecurityAgreement#page4.tif
source=SecurityAgreement#page5.tif
source=SecurityAgreement#page6.tif
source=SecurityAgreement#page7.tif
source=SecurityAgreement#page8.tif
source=SecurityAgreement#page9.tif
source=SecurityAgreement#page10.tif
source=SecurityAgreement#page11.tif
source=SecurityAgreement#page12.tif
source=SecurityAgreement#page13.tif
source=SecurityAgreement#page14.tif
source=SecurityAgreement#page15.tif
source=SecurityAgreement#page16.tif
source=SecurityAgreement#page17.tif
source=SecurityAgreement#page18.tif
source=SecurityAgreement#page19.tif
source=SecurityAgreement#page20.tif
source=SecurityAgreement#page21.tif
source=SecurityAgreement#page22.tif
source=SecurityAgreement#page23.tif
source=SecurityAgreement#page24.tif
source=SecurityAgreement#page25.tif
source=SecurityAgreement#page26.tif
source=SecurityAgreement#page27.tif
source=SecurityAgreement#page28.tif
source=SecurityAgreement#page29.tif
source=SecurityAgreement#page30.tif
source=SecurityAgreement#page31.tif
source=SecurityAgreement#page32.tif
source=SecurityAgreement#page33.tif
source=SecurityAgreement#page34.tif
source=SecurityAgreement#page35.tif
source=SecurityAgreement#page36.tif
source=SecurityAgreement#page37.tif
source=SecurityAgreement#page38.tif
source=SecurityAgreement#page39.tif
source=SecurityAgreement#page40.tif
source=SecurityAgreement#page41.tif
source=SecurityAgreement#page42.tif
source=SecurityAgreement#page43.tif
source=SecurityAgreement#page44.tif
source=SecurityAgreement#page45.tif
source=SecurityAgreement#page46.tif
source=SecurityAgreement#page47.tif

source=SecurityAgreement#page48.tif
source=SecurityAgreement#page49.tif
source=SecurityAgreement#page50.tif
source=SecurityAgreement#page51.tif
source=SecurityAgreement#page52.tif
source=SecurityAgreement#page53.tif
source=SecurityAgreement#page54.tif
source=SecurityAgreement#page55.tif
source=SecurityAgreement#page56.tif
source=SecurityAgreement#page57.tif
source=SecurityAgreement#page58.tif
source=SecurityAgreement#page59.tif
source=SecurityAgreement#page60.tif
source=SecurityAgreement#page61.tif
source=SecurityAgreement#page62.tif
source=SecurityAgreement#page63.tif
source=SecurityAgreement#page64.tif
source=SecurityAgreement#page65.tif
source=SecurityAgreement#page66.tif
source=SecurityAgreement#page67.tif
source=SecurityAgreement#page68.tif
source=SecurityAgreement#page69.tif

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).

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 Generally. All references herein to the "UCC" 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 Definition of Certain Terms Used Herein. 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.

"Domain Name Licenses" 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 Exhibit D, annexed hereto and made a part hereof.

"Domain Name Registry" 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

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

"Licenses" 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

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. Grantor's Representations, Warranties and Covenants. In addition to any representations, warranties and covenants contained in any of the other Loan Documents, Grantor represents, warrants and covenants that:

(a) Exhibit A 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) Exhibit C 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 Exhibits A, B, C, and D, 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. Grantor's Rights to Enforce Intellectual Property. 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, provided, however, that:

(a) Grantor provides Lender with written notice of Grantor's institution of any legal proceedings to enforce its rights in any Intellectual Property.

(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. Rights Upon Default. 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.

(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. Lender's Rights. 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. Choice of Laws. 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. Counterparts; Execution. 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 respect 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

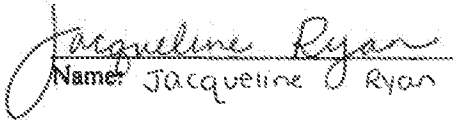
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

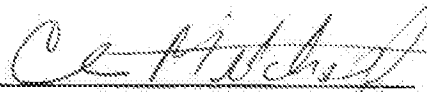
IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Security Agreement as of the date and year first written above.

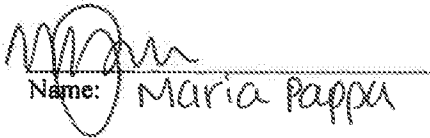
SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

GRANTOR:

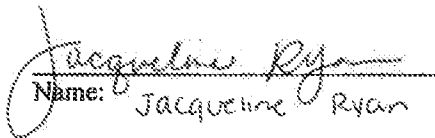
CHICKEN SOUP FOR THE SOUL
ENTERTAINMENT INC.,
a Delaware corporation


Name: Jacqueline Ryan

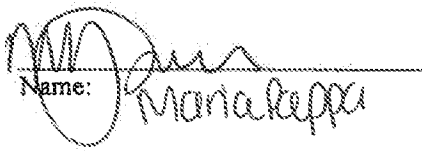
By: 
Name: Christopher R. Mitchell
Title: Chief Financial Officer
Duly Authorized

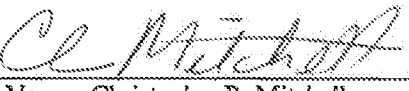

Name: Maria Pappa

SCREEN MEDIA VENTURES, LLC,
a Delaware limited liability company


Name: Jacqueline Ryan

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


Name: Maria Pappa

By: 
Name: Christopher R. Mitchell
Title: Chief Financial Officer
Duly Authorized

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

Jacqueline Ryan
Name: Jacqueline Ryan

M. Pappa
Name: Maria Pappa

Jacqueline Ryan
Name: Jacqueline Ryan

M. Pappa
Name: Maria Pappa

Jacqueline Ryan
Name: Jacqueline Ryan

M. Pappa
Name: Maria Pappa

BD PRODUCTIONS, LLC,
a Connecticut limited liability company

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

By: C. Mitchell
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: C. Mitchell
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: C. Mitchell
Name: Christopher R. Mitchell
Title: Chief Financial Officer
Duly Authorized

Jacqueline Ryan
Name: Jacqueline Ryan

Maria Pappa
Name: Maria Pappa

PIVOTSHARE, INC.,
a Delaware corporation

By: Christopher R. Mitchell
Name: Christopher R. Mitchell
Title: Chief Financial Officer
Duly Authorized

Jacqueline Ryan
Name: Jacqueline Ryan

Maria Pappa
Name: Maria Pappa

A SHARP INC.,
a Delaware corporation

By: Christopher R. Mitchell
Name: Christopher R. Mitchell
Title: Chief Financial Officer
Duly Authorized

Jacqueline Ryan
Name: Jacqueline Ryan

Maria Pappa
Name: Maria Pappa

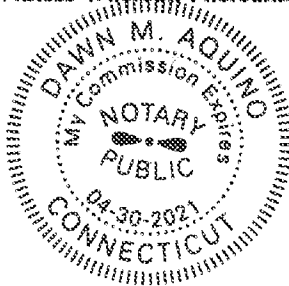
CRACKLE PLUS, LLC,
a Delaware limited liability company

By: William J. Rouhana, Jr.
Name: William J. Rouhana, Jr.
Title: Manager
Duly Authorized

STATE OF CONNECTICUT)
) ss: 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, 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.

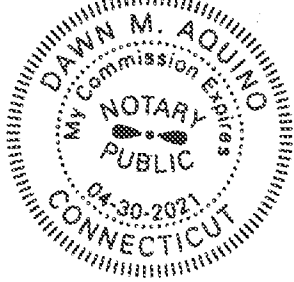


Dawn M Aquino
Notary Public
My Commission Expires: 4/30/21
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: 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.



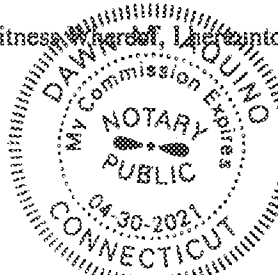
Dawn M Aquino
Notary Public
My Commission Expires: 4/30/21
Commissioner of the Superior Court

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

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

On this the 27th 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 Whereof, I have hereunto set my hand.

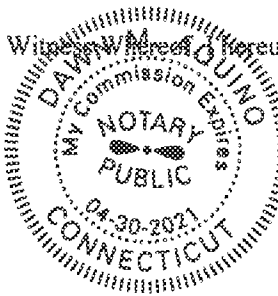


Dawn M. Aquino
Notary Public
My Commission Expires: 4/30/21
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: 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, 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 Witness Whereof, I have hereunto set my hand.

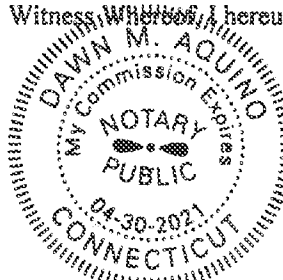


Dawn M. Aquino
Notary Public
My Commission Expires: 4/30/21
Commissioner of the Superior Court

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

On this the 21st day of August, 2019, before me, the undersigned officer, personally appeared 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, 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 Whereof, I hereunto set my hand.

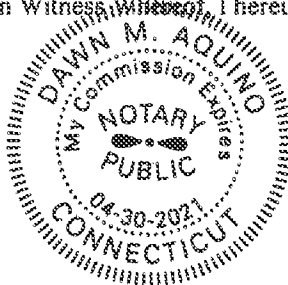


Dawn M Aquino
Notary Public
My Commission Expires: 4/30/21
Commissioner of the Superior Court

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

On this the 21st day of August, 2019 before me, the undersigned officer, personally appeared 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 Whereof, I hereunto set my hand.



Dawn M Aquino
Notary Public
My Commission Expires: 4/30/21
Commissioner of the Superior Court

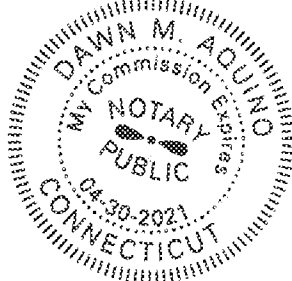
{Acknowledgement Page to Amended and Restated Intellectual Property Security Agreement}

TRADEMARK
REEL: 006747 FRAME: 0897

STATE OF CONNECTICUT)
) ss: 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 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.

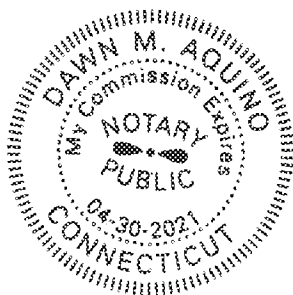


Dawn M. Aquino
Notary Public
My Commission Expires: 4/30/21
Commissioner of the Superior Court

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.



Dawn M. Aquino
Notary Public
My Commission Expires: 4/30/21
Commissioner of the Superior Court

EXHIBIT A
List of Copyrights and Copyright Licenses

Copyright Registrations

(see attached)

Copyright Licenses

(see attached)

COPYRIGHTS	OWNER	REGISTRATION DATE	STATUS	REGISTRATION NO.
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5201	Chicken Soup for the Soul Entertainment, Inc	April 12, 2019	Registered	PA0002183133
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5202	Chicken Soup for the Soul Entertainment, Inc	April 12, 2019	Registered	PA0002183091
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5203	Chicken Soup for the Soul Entertainment, Inc	April 12, 2019	Registered	PA0002182858
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5204	Chicken Soup for the Soul Entertainment, Inc	April 12, 2019	Registered	PA0002182856
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5205	Chicken Soup for the Soul Entertainment, Inc	April 15, 2019	Registered	PA0002182861
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5206	Chicken Soup for the Soul Entertainment, Inc	April 15, 2019	Registered	PA0002182862
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5207	Chicken Soup for the Soul Entertainment, Inc	April 17, 2019	Registered	PA0002182864
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5208	Chicken Soup for the Soul Entertainment, Inc	April 17, 2019	Registered	PA0002183085
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5209	Chicken Soup for the Soul Entertainment, Inc	April 17, 2019	Registered	PA0002183087
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5210	Chicken Soup for the Soul Entertainment, Inc	April 17, 2019	Registered	PA0002183094
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5211	Chicken Soup for the Soul Entertainment, Inc	April 22, 2019	Registered	PA0002183110
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5212	Chicken Soup for the Soul Entertainment, Inc	April 22, 2019	Registered	PA0002183015
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5213	Chicken Soup for the Soul Entertainment, Inc	April 22, 2019	Registered	PA0002183013
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5214	Chicken Soup for the Soul Entertainment, Inc	April 22, 2019	Registered	PA0002182999
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5215	Chicken Soup for the Soul Entertainment, Inc	April 23, 2019	Registered	PA0002182994
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5216	Chicken Soup for the Soul Entertainment, Inc	April 23, 2019	Registered	PA0002182991
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5217	Chicken Soup for the Soul Entertainment, Inc	April 23, 2019	Registered	PA0002182984

CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5218	Chicken Soup for the Soul Entertainment, Inc	April 23, 2019	Registered	PA0002182871
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5219	Chicken Soup for the Soul Entertainment, Inc	April 23, 2019	Registered	PA0002182868
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5220	Chicken Soup for the Soul Entertainment, Inc	April 23, 2019	Registered	PA0002182866
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5221	Chicken Soup for the Soul Entertainment, Inc	April 24, 2019	Registered	PA0002182867
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5222	Chicken Soup for the Soul Entertainment, Inc	April 24, 2019	Registered	PA0002182869
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5223	Chicken Soup for the Soul Entertainment, Inc	April 24, 2019	Registered	PA0002182982
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5224	Chicken Soup for the Soul Entertainment, Inc	April 24, 2019	Registered	PA0002182986
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5225	Chicken Soup for the Soul Entertainment, Inc	April 24, 2019	Registered	PA0002183003
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES - 5226	Chicken Soup for the Soul Entertainment, Inc	April 24, 2019	Registered	PA0002183014

VACATION RENTAL POTENTIAL SEASON 1 - EPISODES 101-110	Chicken Soup for the Soul Entertainment, Inc	May 14, 2019	Pending	Pending
---	--	--------------	---------	---------

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
1 10 Rules for Sleeping Around	Sleeping Around, LLC	9936/394	4/1/13
2 11:11 (aka Hell's Gate)	Industry Winks	3578/470	6/19/05
3 12 Dogs of Christmas	K Krigen	3578/471	6/19/06
4 14 Women	O Pictures	3577/028	3/24/09
5 18 Fingers	Lantern Lane	3553/632	6/19/06
6 36 Saints	36 Saints the Movie LLC	9224/541	5/6/15
7 5 Senses of Fear	Synthetic Cinema International LLC	9224/541	5/6/15
8 Absolution	Cinema 7 Productions	3595/109	10/18/10
9 Access Code/ Director, Mark Sobel	CME	3464/368	1/23/01
10 Across the Moon	AR Channel	3471/174	6/29/01
11 Active Stealth	Andrew Stevens	3529/127	8/29/05
12 Addiction, The	Behavior	3444/265	12/3/09
13 Adrift in Manhattan	One Nine, LLC	3558/890	1/1/05
14 Adventure In Ventura	CME	3464/368	1/23/01
15 Adventures of a Teenage Dragonslayer	I was a Seventh Grade Dragonslayer L	3595/113	10/18/10
16 Adventures of Pinocchio, The	Worldwide Multi-Media	3482/347	
17 Affirmative Act	Affirm One Pictures, LLC	9224/541	5/15/15
18 Afghan Lake, The	Vantage Media International	3618/660	6/26/12
19 After Alee	Promag	3469/776	5/23/01
20 After the Rain	Capella	3487/356	8/29/02
21 Aftermath/ Director, Phillip Saville	CME	3464/368	1/23/01
22 AirSpeed	Lions Gate	3472/357	8/3/01
23 Alabama Love Story	Lantern Lane	3578/419	6/19/06
24 Aladdin & The Magic Lamp	CME	3464/368	1/23/01
25 Alaskan Safari	CME	3464/368	1/23/01
26 Alchemy	Alchemy Productions, LLC	3577/829	3/24/09
27 Alex of Venice	Tadpole Films LLC	In Process	
28 Alee's, Adventures In Wonderland/ Director, William	CME	3464/368	1/23/01
29 All Hat	No Carte Productions	3562/732	3/19/08
30 All The Little Animals	J&M	3553/616	3/27/07
31 All the Wilderness	James Charm LLC	In Process	6/25/15
32 All Things to All Men	All Things to All Men Ltd	In Process	4/1/13
33 All Tied Up	Moonstone Entertainment, Inc	3445/498	12/17/99
34 Alligator Eyes	J&M	3553/616	3/27/07
35 Almost Dead	All Channel	3443/352	10/19/99
36 Almost Mercy	Chad	In Process	12/15/14
37 Almost Pregnant	Behavior	3444/965	1/23/99
38 Alone in the Woods	Andrew Stevens	3529/127	8/29/05
39 Amazing Wizard of Paws (Domestic)	Grand Illusion Entertainment LLC	In Process	6/25/15
40 Amazing Wizard of Paws (International)	Grand Illusion Entertainment LLC	In Process	6/23/15
41 Amazons & Gladiators	Beyond Int'l Services	3477/123	7/29/01
42 American Animal	Earthly Inc	3612/716	2/7/12
43 American Cyborg	MPCA	3558/894	1/1/07
44 American Diary, The	CME	3464/368	1/23/01
45 American Hero	Protagonist Pictures Ltd	Pending	

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

TITLE	Contracting Party	Volume/Doc No.	Date of Recordation
46	American Kickboxer	MPCA 3558/894	1/1/07
47	American Lie	American Lie, LLC In Process	4/1/13
48	American Lie	American Lie, LLC In Process	4/1/13
49	American Ninja 5	MPCA 3558/894	1/1/07
50	American Samurai	MPCA 3558/894	3/27/07
51	American Way: The	MPCA 3558/894	8/1/04
52	American Yakuza	MPCA 3558/894	4/1/13
53	Amerigua	First Look 3513/588	12/3/99
54	Amityville Curse	Labadoo S: Behavior In Process	4/1/13
55	An American Werewolf In Paris	J&M 3444/965	12/3/99
56	Asarichist's Cookbook	J&M 3553/616	3/27/07
57	Anastasia/ Director, Martin J. Chornsky	3509/512	4/1/04
58	And They're Off	3464/348	12/3/01
59	Angel in the House	3618/907	6/26/12
60	Angel in the House (aka "Foster")	In Process	4/1/13
61	Angel's Dance	In Process	4/1/13
62	Angel's Don't Sleep Here	Premak 3469/776	5/23/01
63	Animals Are Craziest...	Blockbuster 3482/268 and 3481/699	10/31/01
64	Anne B. Real	CME 3464/368	1/23/01
65	Any Port, Any Time	CME 3517/233	11/12/04
66	Appetite	J&M 3353/616	1/23/01
67	Army of the Damned	Army of the Damned, LLC In Process	4/1/13
68	Army of the Damned	Army of the Damned, LLC In Process	4/1/13
69	Around the Fire	Paradigm Studio 3464/368	6/19/06
70	Arthur's Quest	Crestal Sky Pending	4/1/06
71	Assassin of the Tsar	J&M 3451/715	4/1/06
72	Assault, The	Elite Driver 3553/616	2/7/12
73	Aurora: Operation Intercept	Hans Kalberg 3612/717	4/23/01
74	Aussie and Ted	Cineel Films 3467/106	7/16/09
75	Austin Powers: Intl Man of Mystery	Capella 3579/635	8/26/02
76	Auteur Theory	Theoretical Film, LLC 3487/356	9/23/09
77	Author's Anonymous	Starz Media 3383/739	4/1/13
78	Autumn Heart	Blockbuster In Process	10/31/01
79	Awful Nice	Awful Nice Productions 3482/268 and 3481/699	4/1/13
80	Back in the Day	Old Days The Movie, LLC In Process	4/1/13
81	Back Stab	Behavior 3444/965	12/3/99
82	Bad Hurt	Bad Hurt Inc. In Process	11/5/16
83	Bad Karma	Bad Karma, LLC In Process	4/1/13
84	Bad Karma	Comerica 3579/634	7/16/09
85	Baker, The	Panorama Ent 3595/108	10/18/16
86	Ball in the House	Pat Ball 3513/571	8/1/04
87	Banker, The	Wastwind 3462/683	12/15/09
88	Banker	Behavior 3444/965	12/3/99
89	Barbara DeAngelis	Worldwide Multi-Media 3474/917 and 3482/347	10/6/2001 and 4/30/02
90	Bare Yeach Project	Royal Oaks 3527/240	10/1/05
91	Base II, The	Comerica 3579/634	7/16/09

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

TITLE	Contracting Party	Value/Due, No.	Date of Recordation
92 Base II, The	American World	3473173	6/29/01
93 Base, The	Lions Gate	3472357	8/3/01
94 Bathory	Jakubsko Film, s r o	3618396	6/26/12
95 Battle For Moon Station Dales	CME	3464368	1/23/01
96 Battle in Seattle	Redwood Palm Pictures	3379636	7/16/09
97 Beasts/ Director, Don Hawks	CME	3464368	1/23/01
98 Beasts & Demise/ Director, Neal Israel	CME	3464368	1/23/01
99 Becoming Redwood	Redwood Productions	In Process	4/1/13
100 Becoming Redwood	Redwood Productions	In Process	4/1/13
101 Before Midnight	Crestal Sky	3451716	4/10/09
102 Below Zero	Twilight Pictures and Production Group	3618396	6/26/12
103 Beta Test	Mirror Images Ltd	Pending	
104 Betrayal	American World	3309659	5/23/03
105 Betrayal of the Dove	JEM	3553616	3/27/07
106 Betting on Baker	Baker's Dozen The Movie LLC	3553616	3/27/07
107 Beyond Belief	CME	3464368	1/23/01
108 Beyond Reasonable Doubt	J&M	3553616	3/27/07
109 Beyond the Myth	Cover Y'all Productions, Inc.	3618396	6/26/12
110 B-Girl	Old Lat International	3585739	9/23/09
111 Bickford Shmecker	Viduan Prod	3553629	
112 Big Brass Ring	Ne-Image	Pending	
113 Big Moe/ Director, Daniel Mann	CME	3464368	1/23/01
114 Big Rig	Genie LLC	3562731 -3382223	3/10/08
115 Big Truck and Poor Clare	Osena 7 Productions	3595109	10/19/10
116 Bigfoot, Man Or Beast?	CME	3464368	1/23/01
117 Bikini Hog Dawn	Andrew Stevens	3528127	8/29/05
118 Bikini Traffic School	Andrew Stevens	3529127	8/29/05
119 Billy Frankenstein	Andrew Stevens	3528198	10/16/05
120 Bimmi Code/ Director, Barry Clark	CME	3464368	1/23/01
121 Bird of Prey	Behavior	3444965	12/3/99
122 Birder's Guide to Everything	Laborer Duck Productions	In Process	4/1/13
123 Birds of a Feather	Show Piece Films LLC	In Process	4/1/13
124 Birds of a Feather	Show Piece Films, LLC	In Process	4/1/13
125 Birth Of A Legend	CME	3464368	1/23/01
126 Birth of the Living Dead	Predstare Productions LLC	In Process	4/1/13
127 Bitter Harvest	Crystal Sky	3451716	4/10/09
128 Black Day Blue Night	Convexion	3509659	6/9/03
129 Black Thunder	Sevens	3527230	10/11/05
130 Blackout, The	Behavior	3444965	12/3/99
131 Breeders	Bloodline Films	3463449	2/16/01
132 Blind Fear	Behavior	3444965	12/3/99
133 Blind Terror	Blackkuser	3482258 and 3481699	10/31/01
134 Blood Money	Elevation	3487144	7/26/02
135 Boodpomme	Arnold and Turning Point	3309533	4/16/04
136 Blowjob	Cometec	3379634	7/16/09
137 Blue Desert	AH Channel	3309654	5/23/03

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
138 Blue Ice	Comercon	3506/659	6/9/03
139 Body Chemistry 3: Point of Sed...	Ron'di Oake	3527/240	10/11/05
140 Body Shot	Comercon	3506/659	6/9/03
141 Body, The	Behavior	3500/659	3/25/03
142 Bodywork	J&M	3553/616	3/27/07
143 Boko	Zestous Pictures LLC	Pending	
144 Bold A Hair	Anchor Screens	3529/127	8/29/05
145 Boogie Bay	MPCA	3552/894	1/1/07
146 Boondock Saints	New City	In Process	
147 Barbara	BDYD Productions	3578/472	6/19/06
148 Barroner, The	MPCA	3558/894	1/1/07
149 Bounty Tracker	Behavior	3444/665	12/3/09
150 Boy Called Hate, A	J&M	3553/616	3/27/07
151 Boy of Pages	BDYD LLC	3577/030	3/24/09
152 Boy Who Saved Christmas	Stevens	3527/230	10/11/05
153 Brainsmasher	Mensone	3513/569	8/11/04
154 Bread, My Sweet [Wedding for Belah]	Paranama Ent	3513/566	7/14/04
155 Break a Leg	J & M	3553/624	3/27/07
156 Break Up Artist, The	Lantern Lane	3537/985	6/19/06
157 Breakaway	Breakaway Productions	3618/803	6/26/12
158 Breakfast with Einstein/ Director, Craig Shapiro	CME	3464/368	1/23/01
159 Brenda Starr	J&M	3553/616	3/27/07
160 Bridge of Dragons	Nu-Image	3481/746	4/10/09
161 Bro'	Bro, LLC	3618/802	6/26/12
162 Brotherhood of the Traveling Ranis	Street Carriage	In Process	4/1/13
163 Brothers O'Toole/ Director, Richard Erdman	CME	3464/368	1/23/01
164 Bruno	Clifford Film	3469/713	5/23/01
165 Bruno	J&M	3553/616	3/27/07
166 Buddy Factor, The (aka Swimming With Sharks)	J&M	3553/616	3/27/07
167 Bulker to Beijing	Bullfighter Inc.	In Process	6/19/06
168 Bullfighter	Capella	3497/356	8/29/02
169 Business Affair, A	Bustin Down the Door LLC	3566/941	6/26/08
170 Bustin Down the Door	Child of God LLC	In Process	4/1/13
171 C.O.G.	All Charcoal	3451/473	4/24/08
172 Cadillac Ranch	White Beach Productions	In Process	4/1/13
173 Cannon Fodder	Canvase Pictures	3558/888	11/8/07
174 Canvas	Behavior	3444/965	12/3/09
175 Captured	Comercon	3300/659	6/9/03
176 Carillo's Way	Stevens	3577/230	10/11/05
177 Carnal Risk	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
178 Carolina Skeletons	CME	3464/368	1/23/01
179 Caroline? Director, Joseph Sargent	Direction One Twenty Three LLC	3618/801	6/26/12
180 Card Wars	J&M/FM World Releasing	3553/616 -- 3595/116	3/27/2007 -- 10/18/2010
181 Case of Honour	Artlight Films	3618/980	6/26/12
182 Caught Inside	Dream Rock	Pending	
183 Cause of Death			

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

TITLE	Contracting Party	Volume/Disc. No.	Date of Recordation
184 Collar Door	Six Sense Productions	3579/637	7/16/09
185 Ch@troom	Westend Films LLP	3618/894	6/26/12
186 Chain of Command	MPCA	3558/884	1/1/07
187 Chapter Zero	Parsons Lane	Pending	
188 Charles's Chest Story	Cosval Sky	3451/716	4/10/00
189 Chase Moran	Elevation	3487/444	7/26/02
190 China Rose / Director, Robert Day	CME	3464/368	12/3/01
191 Christmas Is Here Again	Asylum Hill Productions	3556/840	6/26/08
192 CHOKE	Artisan View	3538/851	6/19/06
193 Chorus Line, A	B.D.O.	3513/870	8/11/04
194 Chorus of Disapproval, A	Cinema 7 Productions	3595/109	10/29/10
195 Christmas Bunny	Henry Creek Productions	3612/718	2/7/12
196 Christmas Dog Movie	Stevens Entertainment Group	3583/942	9/23/09
197 Circle, The	Chemvanti	3493/861	5/23/03
198 City of Year Final Destination	EF Solutions, LLC	3601/480	2/16/11
199 Clan of the Cave Bear	Jones Film	3596/662	5/23/03
200 Class of '74	CME	3464/368	1/23/01
201 Climb, The	Winstar	3454/982	7/11/09
202 Coco Chanel	Alchemy Television Distribution Ltd	3579/415	7/16/09
203 Cold Deck	Cold Deck Productions Inc.	In Process	
204 Cold Heavens	All Channel	3446/990	1/15/16
205 Cold Sweet	185 WAX, LLC	3618/893	1/18/00
206 Colonia	Ben Cinema GmbH	Pending	6/26/12
207 Commander Hamilton	Capella	3487/356	8/20/02
208 Commissioner, The	J&M	3453/616	3/27/07
209 Commissioner, The	Showtime	In Process	
210 Complicity	J&M	3553/616	3/27/07
211 Confessions of a Sociopath Social Climber	Nanadex Pictures	3537/890	3/27/07
212 Confine	Atlas International Film	In Process	
213 Connecticut Yankee/ Director, Mel Daniels	CME	3464/368	4/1/13
214 Contaminated Man	Blackwater	3482/268 and 3481/699	1/23/01
215 Contract, The	Blockbuster	3482/268 and 3481/699	10/31/01
216 Cooper	Fairway Film Alliance	3612/719	2/7/12
217 Cosmos	CME	3444/965	12/3/99
218 Cougar Country	CME	3464/368	1/23/01
219 Cougar Hunting	Paradigm Studio	3601/463	2/16/11
220 Could It Be A Miracle?	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
221 Country Measures	Andrew Stevens	3529/127	8/29/05
222 Country Remedy	Window of Childhood	3562/730	3/10/08
223 Courage to Love	New Star	3538/548	6/19/06
224 Cowboys and Angels	Smokin' Dango, Inc.	Pending	
225 Cowboys and Indians	Lighthouse Pictures, LLC	3618/749	6/26/12
226 Coyote	Moonscape	3513/569	8/11/04
227 Crash	Behavior	3444/965	12/3/99
228 Crash Dive	Stevens	3527/230	10/11/05
229 Crash Point Zero	Royal Oaks	3527/240	10/11/05

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
230 Crazy	FN Crazy Films	3595/110	10/18/10
231 Crazy Moon		3444/965	12/3/99
232 Creator	Kings Road	3471/183	6/29/01
233 Crime Lords	Behavior	3444/965	12/3/99
234 Crime Wave	B.D.O.	3513/570	8/1/04
235 Crosscut	Behavior	3444/965	12/3/99
236 Cynid	Behavior	3444/965	12/3/99
237 Curacao	Jones Film	3487/950	8/26/02
238 Curtain Call	Bristol Rights	3456/714	8/17/00
239 Cyberzone	Andrew Stevens	3529/127	8/29/05
240 Cyborg III	Behavior	3444/965	12/3/99
241 Daddy's Girl	Behavior	3444/965	12/3/99
242 Daddy's Little Angel	Andrew Stevens	3529/127	8/29/05
243 Dagger Of Kamui, The	CME	3464/368	12/3/01
244 Damned River	Silver Lion Films	3576/986	3/24/09
245 Dangerous Intentions	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
246 Dangerous Place, A	Dangerous Place, LLC	3618/748	6/26/12
247 Dark	Lois Media LLC	Pending	
248 Dark Frontier	Odm's Eye Entertainment	In Process	4/1/13
249 Dark Frontier	Odm's Eye Entertainment	In Process	4/1/13
250 Dark Matter	American Steering Corporation	3579/416	7/16/09
251 Dark Side of the Sun	ABI Chicago Film	3443/354	10/19/99
252 Darkweb	Purple Picture	In Process	11/3/16
253 Darling	Bridge Independent	Pending	
254 Day of Wrath	American World	3578/473	6/19/08
255 Day We Met	MAPCA	3558/894	1/1/07
256 Dead & Breakfast	Kuman Thong, LLC	4351/35563	8/11/04
257 Dead Call	Behavior	3444/965	12/3/99
258 Dead Souls	Synthetic Cinema International	In Process	11/27/12
259 Dead Tone	Dean Taylor Enterprises	3583/938	9/23/09
260 Deadbolt	Behavior	3444/965	12/3/99
261 Deadly & The Beautiful / Director, Robert O'Neil	CME	3444/368	1/23/01
262 Deadly Closure	Fantasy Film Alliance	3612/720	2/7/12
263 Deadly Game	Regent Entertainment Partnership	3474/145	8/31/01
264 Deadly Game/ Director, George Schaefer	CME	3464/368	12/3/01
265 Deadly Heroes	Behavior	3444/965	12/3/99
266 Death in Love	Cinec Media	3579/417	7/16/09
267 Death of an Angel	Behavior	3444/965	12/3/99
268 Death Race 2000	B.D.O.	3513/570	8/11/04
269 Death Train	J&M	3553/616	3/27/07
270 Deathstalker/ Director, John Watson	CME	3464/368	12/3/01
271 Recedence	J&M	3553/616	3/27/07
272 Deception	Meghariz Nath Productions, Inc	3593/111	10/18/10
273 Deceptions/ Director, Channah-Chavelson	CME	3464/368	12/3/01
274 Deey Boy (Martin Beck III)	J&M	3464/368	12/3/01
275 Deep Dark Canyon	108 Media Corporation/Karen Banner E	3553/616	3/27/07
		9914/625	4/1/13

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

TITLE	Contracting Party	Value/Doe. No.	Date of Recordation
276 Deep Dive	CME	3444/368	12/3/01
277 Defenders Of The Vortex	CME	3444/368	12/3/01
278 Dehydrating Mibs	Lantern Lane	3444/965	6/26/12
279 Delta Fever	Behavior	3444/965	12/9/99
280 Delta Force 3	MFC A	3558/894	1/1/07
281 Deluxe Combo Player (Love on Side)	Deluxe Combo Films - Jackson	3553/381	6/19/06
282 Democratic Terrorist, The	J&M	3553/616	3/27/07
283 Descendant, The (Hemoglobin)	J&M	3262/19,24	7/8/06
284 Descendants	Sleeping Giant Entertainment	3601/864	2/3/01
285 Desire & Hell at Sunset Motel	Behavior	3444/965	12/9/99
286 Desperate but not Serious	New City	Pending	
287 Destination Vegas	Shareline Agreement	3612/734	2/7/12
288 Devil & Leroy Bassett, The / Director, Robert	CME	3464/368	12/3/01
289 Devil's Prey	Commerce	3579/634	7/16/09
290 Diamond Dog Caper	Diamond Dog LLC	3566/939	6/29/08
291 Dick Knost Show	Knost Film Inc	9914/624	4/1/13
292 Didi Yee Hear/ Director, Skip Sherwood	CME	3464/368	12/3/01
293 Dilemma	Commerce	3579/634	7/16/09
294 Dilemma	Carpe Diem II	3450/162	3/14/03
295 Dirty Work	Lantern Lane	3578/878	6/19/06
296 Disappearances	Prosper Partners	3558/887	1/1/07
297 Disaster	h-Motion Pictures, LLC	3595/112	10/10/10
298 Disaster	Lost Canyon	Pending	
299 Discoverers, The	The Discoverers Movie LLC	In Process	12/15/14
300 Dish and the Spoon	Submarine Entertainment	3618/746	6/26/12
301 Dish Daze	Atmosphere	3444/516	12/15/99
302 Dishdaze	Film Brokers Int'l	3558/886	1/1/07
303 Distant Cousins	Behavior	3444/965	12/9/99
304 Divorce Can Happen	CME	3464/368	12/3/01
305 Djinn	Portissimo Amsterdam BV	Pending	
306 Dog Jack	Dog Jack Productions, LLC	3612/721	2/7/12
307 Dog of Flanders, A	Behavior	3444/965	12/9/99
308 Dog Whisperer -- Season 1	MPH-Emercy/Summer	In Process	6/19/06
309 Dog Whisperer -- Season 2	MPH-Emercy/Summer	3538/885	1/1/07
310 Dog Whisperer -- Season 3	MPH-Emercy/Summer	3566/938	6/29/08
311 Dog Whisperer -- Season 4	MPH-Emercy/Summer	3595/113	10/18/10
312 Dog Whisperer with Cesar Millan Series - Season Five, Pt 1	MPH-Emercy/Summer Joint Venture	3601/865	2/16/11
313 Dogyarah	Na-Nagge	In Process	12/3/99
314 Dolly Dearest	Behavior	3444/965	4/10/99
315 Double O-Kid	Cystal Sky	3451/716	8/3/01
316 Double Take	Louis Gabe	3472/357	3/24/09
317 Doubling Thomas aka Spy School	Aerial View Entertainment	3577/032	10/18/10
318 Dr. Fad	Trades Corp	3595/114	10/18/10
319 Dragonworld	Worldwide Multi-Media	3474/917 and 3482/247	10/4/2001 and 4/30/02
320 Dream Warrior	Silverline Agreement	3612/754	2/7/12

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC. SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 797 FILM ACQUISITION LLC, RD PRODUCTIONS LLC
 Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
321 Drive	First Look	3513/588	8/1/04
322 Driving Force	RAM	3553/616	3/27/07
323 Dwyer	Method Pictures, Inc.	Pending	
324 Drop Dead Gorgeous	Capella	3487/536	8/26/02
325 Duke Where's My Dog	Blarwood Entertainment	9914/636	4/1/13
326 Dungeons And Dragons	RAM	3553/616	3/27/07
327 Dures (International)	Dures Film LLC	9914/638	4/1/13
328 Dusting Chiff	Silverline Agreement	3612/754	2/7/12
329 Dutch Kills	Dutch Kills The Film LLC	In Process	1/15/16
330 E-5 (aka "Throttle")	E5 Films	3537/986	
331 Easy	Over Easy Productions	Pending	6/19/05
332 Easy Wheels	Behavior	3444/985	12/8/99
333 Eat the Peach	RAM	3553/616	3/27/07
334 Ebenezer	Behavior	3444/985	12/8/99
335 Echo	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
336 84 Charlie Magic	Behavior	3444/985	12/8/99
337 83 Hours Till Dawn/ Director, Donald Wrye	CME	3464/368	1/23/01
338 Electric Slide	Daria Entertainment	In Process	6/25/15
339 Elevator	Elevation	3487/144	7/26/02
340 Eli Bowling: The Movie	Eli Bowling Int'l	3153/617	3/27/07
341 Eli Wyo Didn't Believe	Sevens	3527/230	10/1/05
342 Eli Hopkins	Kaleidoscope Film Distribution Limited	3627/646	10/1/05
343 Eliminator	Artist View	3537/989	6/19/06
344 Eli: A Modern Cinderella	Eli: A Modern Cinderella Take, LLC	3601/466	2/15/11
345 Eli Parker	Dream Entertainment	3258/893	1/1/07
346 Emerald Forest	B D O	3513/570	8/1/04
347 Emmett's Mark	Emmett's Mark Prod	3809/469	5/23/03
348 Encounter With The Unknown	CME	3464/368	1/23/01
349 End of Innocence	Cometca	3579/634	7/16/09
350 Endangered Species	Shelving Agreement	3612/754	2/7/12
351 Endgame/ Director, Joe D'Amato	CME	3464/368	1/23/01
352 Enemy, The	Blackbats	3482/268 and 3481/699	10/31/01
353 Entropy	New City	3578/438	6/19/06
354 Equinox	Dream Entertainment	3558/893	1/1/07
355 Erasable You	Solo Entertainment	3443/353	10/1/99
356 Erh the Viking	B D O	3513/570	8/1/04
357 Error In Judgment	Error In Judgment, Inc	3474/143	8/31/01
358 Escape	Behavior	3444/985	12/8/99
359 Escape From Angel/ Director, Leslie Martinson	CME	3464/368	1/23/01
360 Escort II	Andrew Sewens	3529/127	8/29/04
361 Escort III	Andrew Sewens	3529/127	8/29/05
362 Escort, The	Royal Oaks	3527/240	10/1/05
363 Esther	HFC	3453/628	5/30/00
364 Eternal Revenge (Fallen Angel)	Allegro/Notion	3456/867	8/28/00
365 Entry	Cometca	3579/634	7/16/09

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
366 Evasive Action	Sevens	352/230	10/1/05
367 Eyesmile New Jersey	R&M	3553/616	3/27/07
368 Every Woman's Dream	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
369 Evidence Of Power/ Director, Vern Platt	CME	3444/358	1/23/01
370 Eye Below	Behavior	3444/965	1/23/99
371 Eye Remains	Behavior	3517/260	7/14/04
372 EY, The	American World	3471/177	6/29/01
373 Excuse Me For Living	ENRF, LLC	In Process	12/15/14
374 Executive Command	Sevens	3577/230	10/1/05
375 Executive Power	AH Channel	3444/873	11/29/99
376 Exposure	Blockbuster	3482/268 and 3481/699	10/31/01
377 Exquisite Tenderness	Comexon	3500/659	6/9/03
378 Eye of the Beholder	Capella	3444/955	12/3/99
379 F	3C Films International Limited	9914/629	4/1/13
380 Face of an Angel (Domestic)	WestEnd Films LTD	9925/584	1/15/15
381 Faces (Cassavete)	R&M	3553/616	3/27/07
382 Fall	Capella	3487/356	8/29/02
383 Fallen Angel (CS)	Cosmi Sny	3451/715	4/16/00
384 Fallen Angel (Motion)	Allegro and Notman	3456/967	1/17/00
385 Fallout	Andrew Stevens	3529/127	8/29/05
386 Family	J&M	3553/616	3/27/07
387 Family Man	Behavior	3444/965	1/23/99
388 Fatal Affair	Allegro and Notman	3456/967	1/17/00
389 Faults	Death Wheeler/ LLC	In Process	6/25/15
390 FDR: American Badass	Showtime	3618/748	6/26/12
391 Fear Inside	Banshee	3446/077	1/30/1999
392 Fear of the Dark	J&M	3513/561	8/11/04
393 Fever	Five-Oh Productions, LLC	3553/616	3/27/07
394 Fifty Nothing	MPEA	3612/722	2/7/12
395 Fifty-Five	Venueyes	3559/894	1/1/07
396 Fighting Jimmy Riley	Sevens	Pending	10/1/05
397 Final Examination	Hess Kalberg	3571/230	4/23/01
398 Final Mission	J&M	3467/186	3/27/07
399 Final Mission, The	Royal Oaks	3527/249	10/1/05
400 Final Voyage	CME	3464/368	1/23/01
401 Fire And Swords/ Director, Veith furstenberg	Sevens Entertainment Group	3595/115	1/27/09
402 Fire From Below	Elevation	3487/144	7/26/02
403 Firestorm	Blockbuster	3402/268 and 3481/699	10/31/01
404 Firetrap	Dodley Beene	In Process	10/31/01
405 First Period	111 Pictures Limited	3566/937	6/29/08
406 Fishbakes	Black Bell Productions, LLC	3612/723	2/7/12
407 Fish 2 First	B.D.O	3513/570	8/11/04
408 Fishbowl of Dollars	B.D.O	3513/570	8/11/2004
409 Fist of Fury	Hess Kalberg	3467/106	4/26/01
410 Black Angel	B.D.O	3513/570	8/11/04
411 Birth of the Navigator	B.D.O	3513/570	8/11/04

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
412 Ripping	New Star	3538548	6/19/06
413 Food Chains	Vast Films LLC	In Process	12/15/14
414 Footrot Flats	J&M	3553616	3/27/07
415 For Hire	For Hire Films	3465447	2/13/01
416 Force	Behavior	3444965	12/3/99
417 Foreign Affairs, A	Zemex	3513559	8/11/04
418 Foreign Exchange	MPCA	3553650	
419 Foreign Fields	Nu-Image	3558294	1/1/07
420 Forever Latin	J&M	Pending	
421 Forever Mine	Behavior	3553616	3/27/07
422 Forgotten One	Behavior	3444965	12/3/99
423 Fortessa Betrayed	Fortessa Films LLC	3595119	12/2/09
424 Fortune Hunters	Cystal Sky	3451715	4/10/09
425 Fortunes of War	H H Film	3500667	5/23/03
426 Four Days	Behavior	Pending	
427 Four Dogs Playing Poker	H H Film	3595126	12/2/09
428 Foursome	Foursome Prod	3578474	6/19/06
429 Fourth Floor, The	Nu-Image	In Process	
430 Frankenstein Hospital	Behavior	3444965	12/3/99
431 Frankie and Johnny are Married	Rida Productions	In Process	
432 Frands	J&M	3553616	6/19/06
433 Free Money	Behavior	3444965	12/3/99
434 Freedom Strike	Stevens	3527230	12/3/99
435 Freshman Orientation	Regent Worldwide Sales, LLC	3556696	6/20/08
436 Fubar! Balls to the Walls	FU2 Prod and Cardinal Film 1)	3601467	2/16/11
437 Fugitive Mind	Andrew Stevens	3528198	10/16/05
438 Fugitive Rage	Roy of Oaks	3527240	10/11/05
439 Funeral The	Behavior	3444965	12/3/99
440 Futuresport	New Star	3538548	6/19/06
441 Gale Forces	Royd Oaks	3527240	10/11/05
442 Gallavants, The	J&M	3553616	3/27/07
443 Ganzfeld Experiment	Blitberg Ent.	In Process	
444 Garden of Evil	Blockbuster	3482268 and 3481699	10/31/01
445 Gatekeeper	Gatekeeper Prod	3578475	6/19/06
446 Gathering of Old Men/ Director, Walker-Schindorff	CME	3464368	123/01
447 General, The	J&M	3553616	3/27/07
448 General, The	Comerica	3579634	7/16/89
449 Gentlemen's Game	First Look	3513568	8/11/04
450 George's Island	J&M	3553616	3/27/07
451 Getting High	Panorama Ent	3612654	2/7/12
452 Ghost Rock	Silverline Agreement	3612754	2/7/12
453 Gideon	Crusader Entertainment	3472162	7/27/01
454 Global Heresy	Cinemavault	3487211	7/26/02
455 Globe, The/ Director, Ross Hagen	CME	3464388	10/23/01
456 Going Back	Cinemavault	3487211	7/26/02
457 Gold	The Match Factory GmbH	5914630	4/1/13

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

428	TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
428	Goldenrod/ Director, Harvey Hart	CME	3464/368	1/23/01
429	Good Cop, Bad Cop	Lions Gate	3472/357	8/9/01
460	Good for Nothing	Mt Film Limited	3612/655	2/7/12
461	Gore Vidal's Lincoln/ Director, Lamont Johnson	CME	3464/358	1/23/01
462	Grand Theft, The	Grand Theft Pictures, LLC	3618/736	6/26/12
463	Great Cah Of The Wild, The	CME	3464/368	1/23/01
464	Great Eight, The	Eight Two Pictures, LLC	3618/735	6/26/12
465	Green Man	Blockbuster	3464/368	1/23/01
466	Greenard Warriors	Crossarm LLC	3482/268 and 3481/699	1/24/101
467	Grid Runners	Royal Oaks	9023/372	4/7/13
468	Gridiron LK	Bendly Creek Entertainment LLC	3527/240	1/01/105
469	Grizzly Falls	Behavior	Pending	
470	Grotesque, The	JKM	3444/865	1/23/99
471	Guaranteed on Delivery	Think Film	3533/616	3/27/07
472	Great Room, The	ICAP/Dance on Productions	3578/421	6/19/06
473	Guest Room, The	Dance On Productions	In Process	4/7/13
474	Gully, The	JKM	In Process	4/7/13
475	Gun	Worldwide Multi-Media	3533/616	3/27/09
476	Gumbus	JKM	3474/917 and 3482/347	1/04/2001 and 4/30/02
477	Gunmen	B.D.O.	3533/616	3/27/07
478	Guns, Honey and Home Cooking	JKM	3513/570	8/11/2004
479	Gunsky	757 Acquisition	Pending	
480	Gypsy Eyes	First Look	3508/663	5/23/03
481	Hail Caesar	Cystal Sky	3513/568	8/11/04
482	Half-Caste	Half-Caste Prod	3491/716	4/10/06
483	Halloween	Half-Caste Prod	3537/891	7/14/04
484	Handsome Harry	Halloweek LLC	Pending	
485	Happy Event, A	Handsome Harry LLC	3601/468	2/16/11
486	Hart Drive	Gaumont	3618/754	6/26/12
487	Hard Evidence	Behavior	3444/865	1/23/99
488	Hard Ride, The	Royal Oaks	3527/240	1/01/105
489	Hard Times	Tahmarc	Pending	
490	Harpist, The	Vision Films, Inc	3618/753	6/26/12
491	Harts of the West	Dream Entertainment	3558/823	1/1/07
492	Headhunter	Worldwide Multi-Media	3482/347	4/30/02
493	Heart Director, Serge (Georgene)	Behavior	3444/865	1/23/99
494	Hearts And Minds	CME	3464/368	1/23/01
495	Heaven	JKM	3533/616	3/27/07
496	Heist, The	Lions Gate	3472/357	8/9/01
497	Helena	RT Commerce e Services	3618/839	6/26/12
498	Hellbound	MIPCA	3558/834	1/1/07
499	Hide and Co Shriek	Behavior	3444/865	1/23/99
500	High Art	JKM	3533/616	3/27/07
501	Highlander II - The Renegade	B.D.O.	3513/570	8/11/2004
502	Hijack	Stevens	3527/239	1/01/105
503	Hitz, the	All Channel Films	3578/592	6/19/06

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
504 History Is Made At Night	J&M	3553/616	3/27/07
505 Hit List, The	Wastwind	3462/683	12/15/09
506 Hit List, The	Behavior	3444/665	12/3/99
507 Hitman, The	MPC/A	3552/894	1/1/07
508 Hollywood Madam	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
509 Homage	J&M	3553/616	3/27/07
510 Home of the Giants	SymPics International Inc	3661/285	2/16/11
511 Home Sweet Home	HSH Productions, Inc	9914/632	4/1/13
512 Home Team	Comercial/Monarch Home Video	3579/634 --3595/120	7/16/09
513 Homeboy	Chemia 7 Productions	3595/109	10/22/10
514 Homework/ Director, James Beshears	CME	3464/368	1/23/01
515 Homie	J&M	3551/616	3/27/07
516 Honeydripper	Honeydripper Films, LLC	3562/729	3/10/08
517 Honeymoon	New Star	Pending	
518 Hoech/ Director, Santos Alcecer	CME	3464/368	1/23/01
519 Hoops	Keystone Pictures	3506/665	5/23/03
520 Horseman, The	Media 8 Entertainment	3595/121	
521 Hostile Witness/ Director, Jeff Beckner	CME	3464/368	1/23/01
522 Hot Shots	CME	3464/368	1/23/01
523 Hotel New Hampshire, The	J&M	3553/616	3/27/07
524 House On Haunted Hill	J&M	3553/616	3/27/07
525 House That Mary Bought, The	J&M	3553/616	3/27/07
526 Howling 3	J&M	Pending	
527 Howling 4	Allied Vision	Pending	
528 Howling 5	Allied Vision	Pending	
529 Howling 6	Allied Vision	Pending	
530 Huck and the King of Hearts	Crysal Sky	3451/716	4/10/09
531 Adventures of Huckleberry Finn/ Director, Peter H. Hunt	CME	3464/368	1/23/01
532 Human Bomb	J&M	3553/616	3/27/07
533 Human Bomb	Showtime	3446/877	12/30/1999
534 Human Shield	MPC/A	3552/894	
535 Hunting	J&M	3553/616	1/1/07
536 Husbands & Lovers	Behavior	3444/285	12/3/99
537 Hustle, The	Dean Taylor Enterprises	3595/122	12/2/09
538 Hydrosphere	Andrew Stevens	3529/127	8/29/03
539 I Sell the Dead	Real Red Films, LLC	3583/937	9/23/09
540 I Witness	Promark	3358/884	1/1/07
541 ICAP Agreement	ICAP	9912/686	12/15/14
542 Icebreaker	Artist View	3487/146	7/26/02
543 Hitch Dreams	Andrew Stevens	Pending	
544 Hitch Dreams 2	Royal Oaks	3327/240	10/11/05
545 Tim Reed Fish	Red Envelope Entertainment	3558/883	1/1/07
546 Immortal, The	Comerca	3576/634	7/16/09
547 In Her Defense	757 Acquisition	3300/663	5/23/03
548 Incredible Genie	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
549 Inherited	Venet Productions	In Process	11/27/12

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
550 Inferno	Andrew Stevens	3529/127	8/29/05
551 Informant, The	Shovime	3446/077	12/30/1999
552 Ishman	The Source Collective	Pending	2/7/12
553 Jakubas	Preferred Content	3612/656	12/3/99
554 Inner Sanctum	Behavior	3444/965	12/3/99
555 Inner Sanctum II	Behavior	3444/965	12/3/99
556 Innocent Victims	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
557 Instinct to Kill	Amer World Pictures	3538/517	6/19/06
558 Interceptor	Hess Kalberg	3467/106	4/26/01
559 Intern, The	Moonstone	3513/559	8/1/04
560 Interstate 60	CanWest	3513/564	7/14/04
561 Interview with the Assassin	Magnolia	3517/257	7/14/04
562 Intruder	Comerica	3579/654	7/16/09
563 Investigating Sex	All Channel Films	3558/882	1/1/07
564 Investigator, The	Gabele's Messenger Films	9914/653	4/7/13
565 Invincible Barbarian, The/ Director, Franco Prosperi	CME	3464/368	12/3/01
566 Invisible Dad	Andrew Stevens	3529/127	8/29/05
567 Invisible Man	Andrew Stevens	3529/127	8/29/05
568 Invisible Man II	Andrew Stevens	3528/198	10/16/05
569 Iron Maze	J&M	3553/616	3/27/07
570 Ironmaster/ Director, Umberto Lenzi	CME	3464/368	12/3/01
571 Island on Bird Street	Moonstone	3513/559	8/1/04
572 ISRA 88 (aka Beyond the Edge)	ISRA 88, LLC	Pending	12/3/01
573 Izzy & Moe/ Director, Jackie Cooper	CME	3464/368	12/3/01
574 Jack and the Beanstalk	Avalon I, LLC	3595/123	12/2/09
575 Jack O Lantern	Royal Oaks	3527/240	10/1/05
576 Jackboots on Whitehall	Cinema SPV, Ltd	9914/659	4/1/13
577 Jackie Mason is One Angry Man	J Dotti Cine Ember LLC	In Process	11/27/12
578 Jack's Back	Cinema 7 Productions	3595/109	10/23/10
579 Jeremiah	IPC	3453/628	9/30/00
580 JFK: Reckless Youth	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
581 Jig	Bandzide Films Limited	3612/657	2/7/12
582 Jigsaw Man, The	J&M	3553/616	3/27/07
583 Johnny Manonnie	Behavior	3444/965	12/3/99
584 Johnny Siskimarks	Linas Case	3472/757	8/3/01
585 JK: Eggs	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
586 JK: Human Pets	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
587 JK: Magic Clawren	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
588 JK: Last Battle	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
589 JK: Dino Knights	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
590 JK: Toyworld	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
591 Jubber	J&M	Pending	
592 Judgment in Berlin	Bibo Media GmbH	9914/643	4/1/13
593 Judgment in Berlin	All Channel	3578/476	6/19/06
594 Jungle Book	Behavior	3444/965	12/3/99

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
595 Jungle Book II	Behavior	3444/965	12/3/99
596 Jungle Boy	Messmore	3513/359	8/1/04
597 Jungle Law	Messmore	3513/369	8/1/04
598 Just Crazy Enough	Just Crazy Enough Inc	9914/645	4/1/13
599 Just One Night	First Look	3513/368	8/1/04
600 Justice	Red Arrowfilm Films, LLC	3577/633	3/24/09
601 Kalamity	Bear Prime Motion Pictures	3681/317	2/15/11
602 Kalle and the Angels	J&M	3553/616	3/27/07
603 Karate Dog	Crystal Sky	3578/477	6/19/06
604 Keep Your Distance	Blue and Grey Film Ventures, LLC	3566/537	6/26/08
605 Kettle of Fish	Kettle of Fish Prod	3553/625	3/27/07
606 Kevin of the North	Chernavall	3590/661	5/23/03
607 Key Man	Key Man Productions LLC	In Process	6/25/15
608 Kid Cup	Behavior	3444/965	12/3/99
609 Kids in America	Ramstorm Ent	3578/428	6/19/06
610 Kipper Image	Behavior	3444/965	12/3/99
611 Killing Em Softly/ Director, Max Fischer	CM&E	3464/365	1/23/01
612 Killing Crounds	Behavior	3444/985	12/3/99
613 Killing of a Chinese Bookie, The (Cassavetes)	J&M	3553/616	3/27/07
614 Kim	Comerica	3579/634	7/16/09
615 King's Whore, The	Juhan and Chalce LLC	3579/418	7/16/09
616 Kiss Me Again	Kiss Myer Productions	3553/616	3/27/07
617 Kiss Myer	Arner World Pictures	3538/549	6/19/06
618 Knight Club	Behavior	3444/985	12/3/99
619 Knock Off	J&M Hanning Lane Films/General Media Company	3553/616	3/27/07
620 Kokoda Crescent	Company	3595/124	2/16/11
621 La Mission	Vast Films	3691/312	6/26/12
622 La Soga	Vision Music Inc	3618/528	
623 Lady Gaga's Secret World	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
624 Lady Killer	Premark	3578/436	6/19/06
625 Lady Luck & The Flyer	Lake City Productions	3577/324	3/24/09
626 Lake City	Behavior	3444/965	12/3/99
627 Landshady	Comexion	3500/659	6/9/03
628 Last Border	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
629 Last Casp	Fantasic Films International, LLC	3612/658	2/7/12
630 Last Kang Fu Monk	Premark	3469/776	5/23/01
631 Last Javes	Comerica	3579/634	7/16/09
632 Last Patrol	CM&E	3464/368	1/23/01
633 Last Remnant/ Director, Jay Verza	Last Paces, LP	3601/311	2/16/11
634 Last Rites of Ransom Pride, The	Blackboulder	3482/268 and 3481/699	10/31/01
635 Last Run	Comexion	V3300D659	6/9/03
636 Last Tattoo	Capella	3447/356	8/20/02
637 Last Tattoo	All Channel	3444/874	11/29/99
638 Last Word	Pacific Entertainment	3517/258	7/14/04
639 Latin Dragon	All Channel	3444/871	11/29/99
640 Laws of Deception	All Channel	3444/871	11/29/99

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

TITLE	Contracting Party	Volume/Spec. No.	Date of Recordation
641 Layover	Bookbuster	34827268 and 34816599	10/31/01
642 Leading Man, The	I&M	3553616	3/27/07
643 Legacy	All Channel	3451747	4/10/00
644 Legend of Butch and Sundance, The	Nemadec Pictures	Pending	
645 Legend Of Death Valley	CME	3464368	1/23/01
646 Les Patterson Saves World	I&M	3553616	3/27/07
647 Lethal	Shareline Agreement	3612754	2/7/12
648 Letters From A Killer	I&M	3553616	3/27/07
649 Lewis & Clark & George	Behavior	3444965	12/3/99
650 Libar	Behavior	3444965	12/3/99
651 Lie, The	United Talent Agency	3612659	2/7/12
652 Life Zone, The	Life Zone Pictures, LLC	3618227	6/26/12
653 Lifeguard, The	Lifeguard Investments, LLC	9914684	4/1/13
654 Liffed	Listed Pictures, LLC	3601513	2/16/11
655 Liff Scratch	CME	3464368	1/23/01
656 Lily In Love/ Director, Karoly Mark	CME	3517259	1/23/01
657 Limit, The (Gene Dark)	Charmavanti	3513569	7/14/04
658 List, The	Monshire	3487950	8/11/04
659 Little Kidnappers	Jones Film	3444965	12/3/99
660 Little Men	Behavior	3444965	12/3/99
661 Little Miss Magic	Andrew Stevens	3522192	10/16/05
662 Local Boys	First Look	3513568	8/11/04
663 Locke The Supertower	CME	3464368	1/23/01
664 Lone Hero			
665 Lonely Hearts	Gibraltar Releasing	Pending	
666 Looking for an Echo	Regent	3455964	6/22/09
667 Loss of a Teardrop Diamond, The	Regent	3474745	8/31/01
668 Lost/ Director, Al Adamson	Chelopa, LLC	3595125	
669 Lost In Siberia	CME	3464368	1/23/01
670 Lost in the Pershing Hotel	I&M	3553616	3/27/07
671 Lost World, The	Lantern Lane	3578427	6/19/06
672 Love and Action in Chicago	Canada, Inc	3464368	3/15/01
673 Love & Sex	Artist View	3467336	3/28/01
674 Love and Dancing	Behavior	Pending	
675 Love and Rage	LND Film, LLC	3577035	3/24/09
676 Love, Sex & Eating Bones	I&M	3553616	3/27/07
677 Lovell	Think Film	3578422	6/19/06
678 Loverboy	Behavior	3444965	12/3/99
679 Lovin' Molly	Loverboy Prod	3578426	6/19/06
680 Lush Life	Kings Road	34481526	2/15/09
681 Lymelife	I&M	3553616	3/27/07
682 March 2	Barbet Film, LLC	3577036	3/24/09
683 Machine Gun Woman	Royal Oaks	3527240	10/11/05
684 Macraers In Clash of The Benoids	Toni Much Films Spc	9914684	4/1/13
685 Magnum Opus	CME	3464368	1/23/01
686 Mini Order Bride	Magnum Opus Film LLC	Pending	
	American World	3538950	6/19/06

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
687 Make, The	Contracting Party	3451/746	4/1/00
688 Maham Gonzalez	Ma-Mage	5925/414	6/25/15
689 Maharck/ Director, Roger Cardinal	Too Much Film Spa	3464/368	1/23/01
690 Manibus	CME	3418/526	6/26/12
691 Man of Her Dreams	Right Brain Films, LLC	3444/963	1/23/99
692 Man With The Irons, The (Martin Beck II)	Behavior	3553/616	3/27/07
693 Manxton (American Hangover)	JEM	3628/241	11/27/12
694 Marconi Bros.	Manxton the Movie, LLC	3579/438	7/16/09
695 Marine Life	Lantern Lane	In Process	4/1/13
696 Marine Life	Crescent Releasing	3487/210	7/26/02
697 Marked Man	Crescent Releasing	3444/965	1/23/99
698 Mars	Lions Gate	3472/337	8/3/01
699 Martial Law	Behavior/Warwind	3578/437	6/19/06
700 Martial Law II: Undercover (Titled Martial Law 2 in	Behavior/Warwind	3578/437	6/19/06
701 Martial Outlaw	Behavior	3444/965	1/23/99
702 Martians Go Home	Behavior	3444/965	1/23/99
703 Massacre	Active Entertainment	3681/314	2/16/11
704 Massense	Andrew Stevens	3329/127	8/29/05
705 Massense II	Andrew Stevens	3529/127	8/29/05
706 Massense III	Andrew Stevens	3529/127	8/29/05
707 Maximum Security	Andrew Stevens	3527/230	10/11/05
708 Media 8 Agreement	Media 8	9936/171	12/15/14
709 Medusa: Director, Gordon Heister	CME	3864/368	1/23/01
710 Mees-Sher: The Water Giant	Film Sales Company	Pending	9/23/09
711 Meet Market	Mees-Market, LLC	3583/936	6/19/06
712 Meet Prince Charming	New City	3578/438	6/19/06
713 Meeting Daddy	HH Film	3580/667	5/23/2003
714 Memorial Day	HH Film	3618/479	6/26/12
715 Memorial Day	185 Film, LLC	3527/230	10/11/05
716 Men of War	Stevens	3444/965	1/23/99
717 Men Seeking Women	Behavior	3578/432	6/19/06
718 Men Without Jobs	MPH Ent	3578/432	6/19/06
719 Mickey Matson	Houston King	3578/431	6/19/06
720 Mickey Matson	Mickey Matson, LLC	In Process	4/1/13
721 Mickey & Gasoline	Stedocorn	Pending	
722 Midnight Heat	Megastone	3513/669	8/11/04
723 Midnight In St. Petersburg	J&M	3553/616	3/27/07
724 Midnight Man	Behavior	3444/965	1/23/99
725 Midnight Machine	Behavior	3444/965	1/23/99
726 Midnight Ride	MFCV	3458/894	1/1/07
727 Midnight Vandalia	Andrew Stevens	3523/192	10/16/05
728 Million Dollar Crocodile	Odin's Eye Entertainment	3828/243	11/27/12
729 Million to Juan, A	Crysal Sky	3451/716	4/1/00
729 Mindripper	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
730 Mind Storm a.k.a. Flash Frame	Worldwide Multi-Media	3327/240	
731 MindField	Andrew Stevens	3444/965	1/23/99
732 Miracle at Sage Creek	Behavior	3378/430	6/19/06
	American World		

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

TITLE	Contracting Party	Volume/Disc. No.	Date of Recordation
733 Miranda	First Look	3513/588	8/1/94
734 Mission of Justice	Behavior	3444/655	12/3/99
735 Mistress	Taps Productions	3579/421	7/16/05
736 Mistress	J&M	3553/616	3/27/07
737 Modus Anonimi	PT LifeLike Pictures	9914/647	4/1/13
738 Mojave Moon	H.H. Film	3500/667	5/23/2003
739 Mom, Can I Keep Her?	Andrew Stevens	3529/127	8/29/05
740 Mom's Outta Sight	Andrew Stevens	3529/128	8/30/05
741 Money Kings	Lions Gate	3472/357	8/2/01
742 Money Man, The (Martin Beck II)	J&M	3553/616	3/27/07
743 Monster Garage	Original Productions Entertainment Me	In Process	11/27/12
744 Monster, The (Martin Beck II)	J&M	3553/616	3/27/07
745 Moon 44	B.D.O.	3513/570	8/11/2004
746 More Dogs than Bones	Dream	3487/212	7/26/02
747 More Mercy	Sevens	3527/230	10/1/05
748 Morgan's Ferry	Artistic View	3487/146	7/26/02
749 Morning Glory	New Star	3538/548	6/19/06
750 Mortal Passions	Behavior	3444/865	12/3/99
751 Moviemakers in Wonderland	CME	3464/368	1/23/01
752 Moving Target	Royal Oaks	3527/240	10/1/05
753 Moving The Mountain	J&M	3553/616	3/27/07
754 Mr. Gibb aka The Good Student	Tiger Street Independent	3577/037	3/24/09
755 Mr. Rice's Secret	A3 Channel	3500/658	6/9/03
756 Mrs. Dalhousy	First Look	3513/568	8/11/04
757 Mute Movie, The	Sevens Entertainment Group	3576/984	3/24/09
758 Mummy Lives	MPC/A	3558/894	1/1/07
759 Murder Ordained/ Director, Mike Robe	CME	3464/368	1/23/01
760 Murder Party	Everbody Dies	3558/891	1/1/07
761 Music From Another Room	Capella	3487/356	8/29/02
762 Must Be Heaven (aka Who's Your Daddy?)	Papa Productions	Pending	6/19/05
763 Mushi 3D Series	ER Productions	In Process	11/5/15
764 Mute Witness	J&M	3553/616	3/27/07
765 My Best Friend's Wife	Zenpak	3513/560	7/14/04
766 My Boyfriend's Back/ Director, Paul Schneider	CME	3464/368	1/23/01
767 My Ghost Dog	Andrew Stevens	3529/127	1/23/01
768 My Heroes Have Always Been Cowboys	EK Gaylord Productions, II	9914/648	4/1/13
769 My Life	Connection	3500/659	6/9/03
770 Mysteries From Beyond Earth	CME	3464/368	1/23/01
771 Mysteries Of The Mind	CME	3464/368	1/23/01
772 Myth	Banking Cow	3553/627	1/23/01
773 Myth of the Male Orgasm, The	J&M	3553/616	3/27/07
774 Nailed	Nailed, LLC/Curb Enter	3500/666	9/23/03
775 Nairobi Affair/ Director, Marvin J. Chomsky	CME	3464/368	1/23/01
776 Going the Distance	Think Film	3578/424	6/19/05
777 Nature's Grave	Arclight Films	3579/419	7/16/09

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC, SCREEN MEDIA VENTURES, LLC, SCREEN MEDIA FILMS LLC, 787 FILM ACQUISITION LLC, RD PRODUCTIONS LLC
 Exhibit A to Intellectual Property Security Agreement Copyright and Distribution Rights

TITLE	Constructing Party	Volume/Doc. No.	Date of Recordation
778 Nautilus	Andrew Stevens	3529/127	8/29/05
779 Necessity/ Director, Michael Miller	CME	3464/368	1/23/01
780 Neighbor	Behavior	3444/965	1/23/99
781 Neighbor's Daughter, The	Class	Pending	
782 Nerdland	Gandy Corp Inc	Pending	
783 Never on Tuesday	Cinema 7 Productions	3595/109	18/02/10
784 Never Talk to Strangers	Behavior	3444/965	1/23/99
785 Never Too Late	Behavior	3444/965	1/23/99
786 Never Too Late	TVA Int'l	3483/688	
787 Never Too Young to Die	Cystal Sky	3451/715	4/16/00
788 New Adven. Tom Sawyer	Cystal Sky	3451/715	4/16/00
789 New World Disorder	Promark	3469/776	\$23/01
790 Next One, The/ Director, Nico Mastorakis	CME	3464/368	1/23/01
791 Nice Guys Sleep Alone	Lunacy Unlimited Productions, Inc	3595/127	12/2/09
792 Nicholas's Gift	IPC	3453/628	5/30/00
793 Night at the Golden Eagle	Golden Night Prod	3500/657	6/9/03
794 Listener a.k.a. Night Caller	Behavior	3444/965	1/23/99
795 Night Eyes III	Behavior	3444/965	1/23/99
796 Night Eyes 4	Slevens	3527/230	19/11/05
797 Night of the Living Dead	Lux Digital Pictures	3601/469	2/16/11
798 Night of the Living Dead 3D	Lux Digital Pictures	3601/469	2/16/11
799 Night Terrors	MRCA	3550/894	1/1/07
800 Night Train (Alternative Cinema Company)	MRCA	3553/616	3/27/07
801 Night Watch	MRCA	3553/616	3/27/07
802 Nightmare Years/ Director, Anthony Page	MRCA	3464/368	1/23/01
803 Nightmares in Red White and Blue	Lux Digital Pictures, Inc	3576/985	3/24/09
804 Nine and "9 1/2 Ninjas"	Behavior	3444/965	1/23/99
805 Ninja Wars/ Director, Kosei Saito	CME	3464/368	1/23/01
806 Nini - The Enforcer	MRCA	3553/616	3/27/07
807 No Ahbi	Allegro	3471/176	6/29/01
808 No One Can Hear You	Blackburner	3481/699	10/31/01
809 No Ordinary Trifle aka Love's Kitchen	Twile Films, Ltd	3601/469	2/16/11
810 No Place to Hide	MRCA	3558/894	1/16/07
811 No Substitute For Victory	CME	3464/368	1/23/01
812 Nobody's Fool	Connection	3500/659	6/9/03
813 Nogi	Comver Group	3578/429	6/19/06
814 Noise	Think Film	3578/425	6/19/06
815 Nomads	Cinema 7 Productions	3595/109	10/25/10
816 Nora	Comerica	3579/634	7/16/09
817 North Country	CME	Pending	
818 Northern Borders	Kingdom County Productions	9923/415	1/15/15
819 Not Quite an Angel	Slevens	3527/230	19/11/05
820 Nothing but the Truth	Comerica	3579/634	7/16/09
821 Nowhere in Sight	Blackbusser	3482/268 and 3481/699	10/31/01
822 Nurse/ Director, Lowell Rich	CME	3469/568	1/23/01

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Registration
823 Nurse, The	Behavior	3444/965	12/3/99
824 Nutty Nut	Conversion	3500/659	6/9/03
825 O.K. Garage	J&M	3553/616	3/27/07
826 OBAM Nade	Grand, LLC	3628/242	11/27/12
827 Ocean Tribe	J&M	3553/616	3/27/07
828 Odds, The	Vari Films	3618/478	6/26/12
829 On the Border	No-Image	3451/746	4/10/09
830 Once Upon A Soundrel/ Director, George Schnafer	CME	3464/368	1/23/01
831 Once Upon a Texas Train/ Director, Burt Kennedy	CME	3464/368	1/23/01
832 One Cup Of Coffee	J&M	3553/616	3/27/07
833 One Eyed King	Think Film	3578/423	6/19/06
834 One Hell of a Guy	Atmosphere	3452/310	5/2/00
835 One Last Dance	W A W Productions	In Process	
836 One Man's Hero	Silver Lion Films	In Process	
837 One Tough Cop	Behavior	3576/926	3/24/09
838 One Way Out	Blackbutter	3444/965	12/3/99
839 Only the Strong	Conversion	3482/268 and 3481/699	10/31/01
840 Only Thrill, The	Motionone	3500/659	6/9/03
841 Open Fire	Behavior	3444/965	12/3/99
842 Opening Night (Cassettes)	J&M	3553/616	3/27/07
843 Operation Delta Force	No-Image	3451/746	4/10/00
844 Operation Delta Force II	No-Image	In Process	
845 Operation Neighborhood Watch	North of Two Entertainment LLC	In Process	
846 Opportunist, The	First Look	Pending	
847 Options	Silver Lion Films	3576/986	3/24/09
848 Ordinary Sinner	Lantern Lane	Pending	
849 Orgazmo	Behavior	3444/965	12/3/99
850 Other Voices	Comerica	3379/634	7/16/09
851 Out for Blood	Brandis Films	3578/434	6/19/06
852 Over the Line	MPCA	3558/894	1/1/07
853 Overlords Of The UFO	CME	3464/368	1/23/01
854 Oxford Blues	Cherna 7 Productions	3395/109	10/26/10
855 Part, The	Allegro and Motion	3456/967	1/17/00
856 Painting, The	ImageWorks	3578/435	6/19/06
857 Paper Bullets	Artists View	3467/336	3/28/01
858 Paradise Lost	757 Acquisition	3300/663	5/23/03
859 Paranormal Werckivity	Paranormal Werckivity, LLC	9914/649	4/1/13
860 Paris Countdown	Gaumont	In Process	
861 Party Line	Weswind	3462/983	12/15/09
862 Party Line	Behavior	3444/965	12/3/99
863 Pass, The	Dream	3443/355	10/19/99
864 Passionate Revenge	Andrew Stevens	3528/198	10/16/05
865 Peace and Riot	Unknown Productions	9914/650	4/1/13

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
866 Parakeeper	NI-Image	3451746	4/10/00
867 Pearl Hotel, The (Martin Beck II)	I&M	3553616	3/27/07
868 A breed apart: a.k.a. Perfect Assassins	Permat	3469776	5/23/01
869 Perfect Bride	Behavior	3444985	12/3/99
870 Perfect You [Crazy Little Thing]	Perfect Productions	Pending	
871 Personal Effects	Personal Effects Film Corporation	3379472	7/16/09
872 Pete's Meteor	Capella	3487538	8/20/02
873 Phantom Of The Opera/ Director, Robert Markowitz	CME	3484358	1/23/01
874 Phantom Punch	CineSway, Inc	3583935	9/23/09
875 Phasma Ex Machina	Phasma Productions	3601317	2/16/11
876 Phil the Alien	Industry Works	3378469	6/19/08
877 Piece of Action	American World	Pending	
878 Pilgrim	Promark	3469776	5/23/01
879 Pimp	Triple S Films	3618328	6/26/12
880 Pin	Behavior	3444965	12/3/99
881 Piranha	Showtime	3446877	12/30/1999
882 Plague	Burning Ships Pty Ltd	In Process	
883 Plan B	H.H. Film	3595126	6/25/15
884 Plato's Run	Na-Image	3451746	12/2/09
885 Playing God	Behavior	3444965	4/10/00
886 Plumpy Fiction	Behavior	3444965	12/3/99
887 Polar Bear King	Comexion	3500659	12/3/99
888 Poncho	Entrepreneur Films, LLC	9914652	6/9/03
889 Poshoy: Drawing Out the Fury	Comexio Distribution Group	3612666	4/1/13
890 Portrait Of A Hitman/ Director, Allan Buckhanz	CME	3484358	2/7/12
891 Possessed by the Night	Behavior	3444965	12/3/99
892 Post Mortem	NAPCA	3558894	1/1/07
893 President's Mistress	King's Road	3448527	12/3/99
894 Press Run	Allegro and Motion	3486987	1/1/07
895 Pretty When You Cry	Gobba Group Entertainment	3482322	2/15/00
896 Prey for Rock and Roll	Frey, LLC	3558881	1/1/07
897 Prey of the Jaguar	Elevation	3487144	4/30/02
898 Price of Kissing, The	Behavior	3444965	7/26/02
899 Price of Love	I&M	3553616	12/3/99
900 Primary Suspect	Blockbuster	3482368 and 3481499	3/27/07
901 Prince Brat and the Whipping Boy	Jones Film	3487357	10/31/01
902 Prince of Iceland	Comexion	3580659	8/20/02
903 Princess and the Goblin, The	I&M	3553616	6/9/03
904 Princess Caraboo	I&M	3553616	3/27/07
905 Prison Heat	NAPCA	3558894	3/27/07
906 Prisoner of Honor	I&M	3553616	1/1/07
907 Private Lives of Pippa Lee	Winchester Capital Management	3583934	3/27/07
908 Prophet	Andren Stevens	3529127	8/29/05
909 Prophet's Game	Inferno Distribution	3578598	8/29/05
910 Proximity	First Look	3513568	6/19/06
911 Purgatory	Behavior	3444965	8/11/06
			12/3/99

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recorreation
912 Parent Director, Thomas Quillen	CME	3464/368	1/23/01
913 Pushing Up Daisies/ Director, Ivan Nagy	CME	3464/368	1/23/01
914 Quality of Life	Quality of Life Film	3578/597	6/19/06
915 Quest, The	Behavior	3444/963	1/23/09
916 Quiet Thunder	Fast Look	3513/568	8/11/04
917 Quiet Thunder	Behavior	3444/963	12/31/99 -- 10/18/2010
918 Race	Paul J. Newman	3500/608	5/23/03
919 Rage, The	Whacked in the Head LTD	3556/536	6/20/08
920 Rage, The	Whacked in the Head LTD	3562/728	3/16/08
921 Random Encounter	Allegro and Motion	3456/967	1/17/09
922 Kap Sheet: Hip Hop and the Cops	Bad Rap, LLC	3558/877	1/1/07
923 Rapid Assault	Andrew Stevens	3529/127	8/29/05
924 Ravenhawk	Behavior	3444/963	1/23/09
925 Real McCoy	Connection	3500/659	6/9/03
926 Rebel	ICM	3553/616	3/27/07
927 Rebel High	Atmosphere	Pending	
928 Rebel Storm	CME	3444/963	1/23/09
929 Reburn/ Director, JJ Bigashana	Fairway Film Alliance, LLC	3464/368	1/23/01
930 Red Line	Behavior	9914/633	4/1/13
931 Red Surf	Regent	3444/965	1/23/09
932 Red Team	MPCA	3474/145	8/31/01
933 Redball	Moonstone	3558/894	1/1/07
934 Kickboxer 4	Mid-Image	3513/569	8/11/04
935 Redline	CME	3451/746	4/1/0/00
936 Renegade Ninja/ Director, Sado Nakajima	Allegro and Motion	3464/368	1/23/01
937 Requiem for Murder	MPCA	3558/894	1/17/09
938 Rescue Me	CME	3456/967	1/1/07
939 Rescue of Jessica McClure/ Director, Mel Daniels	CME	3464/368	1/23/01
940 Restless City	New City	3618/334	6/26/12
941 Resurrection	ICM	3453/653	5/16/09
942 Return of Swamp Thing, The	ICM	3553/616	3/27/07
943 Revelation	City By The Lake Production	Pending	
944 Reverse/ Director, The	ICM	3553/616	3/27/07
945 Rhapsody in Bloom	Behavior	3444/963	1/23/09
946 Ride	South West Films LLC	3444/963	6/25/15
947 Knight Hook, The	Panorama Ent.	3612/651	2/7/12
948 Rihanna: Good Girl, Bad Girl	Vision Music Inc	3618/528	6/26/12
949 Riot	Pras on Features, Ltd.	In Process	4/1/13
950 Ripped	PPM Film 101 LLC	Pending	
951 Rising Stars	Modern Verge, LLC	3610/888	2/7/01
952 Rising Storm	Behavior	3444/963	
953 Road From Erebos	Shoreline Agreement	3612/754	2/7/12
954 Road Rage	Home Box Office	3474/238	9/7/01
955 Road Rage	GRT Road Rage Films, Inc	3474/142	8/31/01
956 Road Rage	GRT Road Films, Inc	3472/163	7/27/01
957 Road to Wellville, The	ICM	3553/616	3/27/07

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Reservation
958 Roadflower	B D O	3513576	8/11/2004
959 Robert Ryland's Last Journey	JRM	3533616	3/27/07
960 Rock Steady	Rock Steady Productions, LLC	3612662	2/7/12
961 Roger & The Grizzly, The	CME	3464368	1/23/01
962 Roots of Evil	MPCA	3558894	1/1/07
963 Route 9/ Director, David Mackay	CME	3464268	1/23/01
964 Run for Your Life	Brocklyn Film Networks, Inc.	3576987	3/24/09
965 Runaway Heart/ Director, James Frawley	CME	3464368	1/23/01
966 Runner	First Look	3513568	8/11/04
967 Running Wild	Leopard Entertainment	3618589	2/16/11
968 Running Wild	Behavior	3444965	12/3/99
969 Running Wild - The Life of Dayton O'Hyde	Free Running Films, LLC	In Process	4/1/13
970 Russian Singer	Connexion	3500659	6/9/03
971 RX	RX Sin Reina	3533628	3/27/07
972 Sacrifice	Comerica	3579634	7/16/09
973 Saint of Fort Washington, The	I&M	3553616	3/27/07
974 Saints and Sinners	Behavior	3444965	12/3/99
975 Sam Steele and the Junior Detective A.	Fanatic Films International	3595133	4/27/10
976 Sample People	MPCA	3558894	1/1/07
977 Sanctuary	MPCA	3558894	1/1/07
978 Santa Fe	Nu-Image	3451746	4/10/00
979 Santa with Muscles	Evolution	3487144	7/26/02
980 Sasquatch	CME	3464368	1/23/01
981 Sasquatch Gang, The	Sony BMG	3558892	1/1/07
982 Satan's Little Helper	Satan's Little Company, LLC	3578596	6/19/06
983 Sarate	Behavior	3444965	12/3/99
984 Saving Grace	B D O	3513576	8/11/2004
985 Scanner Cap	Behavior	3444965	12/3/99
986 Scanner Cap II	Behavior	3444965	12/3/99
987 Scared City	Nu-Image	3451746	4/10/00
988 School of Life	Amer World Pictures	3578596	6/19/06
989 Scorned 1 (aka A Woman Scorned 2)	Andrew Stevens	3529127	8/29/05
990 Scorpion One	Stevens	3527230	10/11/05
991 Screwed	Punching Bees, LLC	In Process	4/1/13
992 Scuppress, The	A-Plus Entertainment	3482590 and 3482568	4/30/2002 and 2/6/02
993 Seal Team VI: Journey into Darkness	Victor Film, Inc	3583940	9/23/09
994 Sebastiane	I&M	Pending	
995 Second to Die	Seal Mountain	3537974	6/19/06
996 Secret Agent Club, The	Evolution	3487144	7/26/02
997 Secret Disco Revolution	Seville Pictures, Inc	In Process	4/1/13
998 Secret Laughter of Women	Comerica	3579634	7/16/09
999 Secret Santa	Andrew Stevens	3529127	8/29/05
1000 Secretary	Behavior	3444965	12/3/99
1001 Self Storage	Verdi Productions	3628744	1/27/12
1002 Sensation	Behavior	3444965	12/3/99
1003 Serial Killer: a.k.a. Inferno	Behavior	3444965	12/3/99

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

TITLE	Contracting Party	Value/Doc. No.	Date of Recordation
1004 Serial Killer (Martin Beck II)	J&M	3553/616	3/27/07
1005 Serpent Rising	T-M Entertainment	3612/663	7/7/12
1006 Serpent's Kiss, The	J&M	3553/616	3/27/07
1007 Seven Chinese Brothers	7CS, LLC	Pending	
1008 Severed	Brighthouse Pictures	In Process	6/19/06
1009 Sex and the Teenage Mind	Film Broker's Inc	3553/631	3/27/07
1010 Sex Sells	Blahong Ent	3553/623	3/27/07
1011 Shaded Places	Moonstone	3513/569	8/11/04
1012 Shadow, The	Comexon	3500/659	6/9/03
1013 Shadow Dancer	Sevens	3527/239	10/11/05
1014 Shadows (Cassvetes)	J&M	3553/616	3/27/07
1015 Shallow Ground	Imagination worldwide	3578/594	6/19/06
1016 Shark Attack	Na-Image	3451/746	4/10/00
1017 Shark in a Bottle	Atmosphere	3452/310	5/2/00
1018 Shark Lake	The Late Movie LLC	9926/044	11/27/14
1019 Shattered Image	Behavior	3444/965	12/3/99
1020 Shel Director, Avi Nesher	CEME	3464/368	1/23/01
1021 Shelter	Shelter For Two, LLC	In Process	6/25/15
1022 Sherlock: A Case of Evil	Sherlock Holmes Film	In Process	
1023 Sherlock: Underover Dog	Westwind	3462/683	12/16/00
1024 Sherrybaby	North, Inc.	3358/876	1/1/07
1025 Shipment, The	Blochbuser	3482/2768 and 3481/699	10/31/01
1026 Shock to the System, A	Pinstar	3482/323	4/30/02
1027 Shogun's Ninja/ Director, Noriaki Suzuki	CEME	3464/368	1/23/01
1028 Shooter, The	Sevens	3527/230	10/11/05
1029 Shootfighter	Behavior	3444/965	12/3/99
1030 Shootfighter II	Behavior	3444/965	12/3/99
1031 Short Circuit	B D O	3513/579	8/11/04
1032 Startup on the Barbie	AH Channel	3566/660	6/9/03
1033 Shuffle	Submarine Entertainment	3618/322	6/26/12
1034 Shuffle (Domestic)	Submarine Entertainment	In Process	4/1/13
1035 Shuffle (International)	Submarine Entertainment	In Process	4/1/13
1036 18 Shades of Dust: a.k.a. Stehlan code	Artis, View	3467/336	3/28/01
1037 SidKicks	Behavior	3444/965	12/3/99
1038 Sista	J&M	3553/616	3/27/07
1039 Silent Cry	J&M	3553/616	3/27/07
1040 Silicon Towers	Artis, View	3467/336	3/28/01
1041 Silverhawk	ArLight	3578/593	6/19/06
1042 Simple Men	Comexon	3500/659	6/9/03
1043 Six	Amer World Pictures	3557/969	6/19/06
1044 Six Gun Savior	Cohort Films LLC/Destiny Horizons LL	Pending	
1045 Skateboard Madness/ Director, Julian Pena Jr.	CEME	3464/368	1/23/01
1046 Skeletons	AH Channel	3444/872	11/29/99
1047 Skeletons	Elevation	3487/144	
1048 Skid Row	Skid Row Productions	3562/747	3/10/08
1049 Sky Pirates	J&M	3553/616	3/27/07

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

ITEM	TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
1050	Sam I Am	Mass hysteria Entertainment	3593/106	10/18/10
1051	Slender	Studio Alliance Entertainment	Pending	
1052	Small Time Obsession	I&M	3553/616	3/27/07
1053	Smile	Dark Forest Releasing Corp.	3572/590	6/19/06
1054	Smoke In The Wind/ Director, Andy Brennan	CME	3464/369	1/23/01
1055	Smoke N' Lighnin	Silverline Agreement	3612/754	2/11/12
1056	Snake Treaty/ Director, David Greene	CME	3464/368	8/10/00
1057	Snow on the Buff	Fuzzy Logic Productions	3618/338	6/26/12
1058	Soft Kill, The	Dream Ent.	Pending	
1059	Sohamon	IPC	3483/628	5/20/00
1060	Somebody is Waiting	All Channel	3451/714	4/10/00
1061	Something About Love	Behavior	3444/965	1/20/99
1062	Something to Believe In	I&M	3553/616	3/27/07
1063	Something to Cheer About	Lantern Lane	3553/622	3/27/07
1064	Somewhere Slow	Somewhere Slow LLC	In Process	
1065	Sophie	Roughcove Media Corp	3618/337	6/26/12
1066	Soul Survivors	I&M	3553/616	3/27/07
1067	Source, The	Ion Entertainment	3483/689	5/9/02
1068	South Seas Massacre/ Director, Pablo Santiago	CME	3464/368	1/23/01
1069	Southern Cross	Ran Becker Films	3465/444	2/16/01
1070	Souvenir	I&M	3553/616	3/27/07
1071	Space Frenchie	CME	3484/368	1/23/01
1072	Space Warrior, Battle For	CME	3464/368	1/23/01
1073	Specials, The	Regent	3474/144	8/31/03
1074	Specimen	New City	3467/959	4/19/03
1075	Spin	Spin Productions	Pending	
1076	Spinning Into Butter	Whisper Hill Films	3576/989	3/24/09
1077	Spirit of the Forest	Fantastic Films International	3595/133	4/7/10
1078	Spitfire' Image/ Director, Russell S. Kern	CME	3464/368	1/23/01
1079	Splishville	757 Acquisition	3580/663	5/23/03
1080	Steag	Lions Gate	3472/357	8/30/01
1081	Staked	Behavior	3444/965	12/3/99
1082	Stalker	Stalker Films Ltd	In Process	
1083	Star Hunter	Andrew Stevens	3529/127	4/11/13
1084	StarHigh!	I&M	3583/616	8/29/05
1085	Steel Dawn	Silver Lion Films	3576/986	3/24/09
1086	Steel Sharks	Andrew Stevens	3529/127	8/29/05
1087	Stephen King's A Good Marriage (Domestic)	Anderson Coins LLC	In Process	
1088	Steve Niles Remains	Synthetic Cinema International, LLC	3618/336	12/15/14
1089	Stick Up, The	Cinema 7 Productions	3595/109	6/26/12
1090	Stolen White Elephant	Cynsil Sky	3451/716	10/27/10
1091	Stoned	Innaden Films	3578/589	4/10/00
1092	Storm Chaser	Regent	3474/145	6/19/06
1093	Story Lady, The	Jones Film	3487/358	8/31/01
1094	Straight Into Darkness	Eriad Bebeberg Inc	3578/591	8/26/02
1095	Stranded	Stevens	3527/230	6/19/06

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
1096 Strange Bedfellows	Strange Bedfellows PTY	Pending	12/3/99
1097 Stranger in the House	Behavior	3444/653	8/1/06
1098 Stranger, The	Moonstone	3513/659	7/27/07
1099 Stranger's Kiss	J&M	3553/616	
1100 Stray Bullets	Class Eye Piv. Inc.	Pending	10/29/01
1101 Street King	Musical Pictures	3483/920	1/1/07
1102 Street Knight	MPCA	3483/989	4/7/16
1103 Strigel	St. Morris Productions	3595/132	7/27/07
1104 Stryker	J&M	3553/616	1/23/01
1105 Stuckey's Last Stand/ Director, Lawrence Goldfarb	CME	3464/368	10/31/08
1106 Surv	Blockbuster	3483/268 and 3481/699	1/17/00
1107 Sublet	Allegro and Motion	3456/967	1/23/03
1108 Suburbans, The/ Director, Donald Lardner Ward	CME	3464/368	3/27/07
1109 Subway Kids (Martin Beck II)	J&M	3553/616	1/1/07
1110 Succubus	V1 Of Productions Inc	3558/873	3/27/07
1111 Sugar Hill	J&M	3553/616	3/27/07
1112 Sugar Mountain	Film Made Entertainment	Pending	3/1/06
1113 Super High Me	Road Envelope Entertainment	3562/746	1/23/01
1114 Surbaya Conspiracy/ Director, Wray Davis	CME	3464/368	8/1/04
1115 Sure Thing	B.D.O.	3513/579	8/29/05
1116 Surface to Air	Andrew Stevens	3529/127	11/27/12
1117 Survival Game, The	Lighthouse Pictures, LLC	3638/245	8/1/04
1118 Suspiria	B.D.O.	3513/579	1/23/01
1119 Sverglu/ Director, Anthony Harvey	CME	3464/368	2/7/12
1120 Sweatshop (Domestic & International)	Bloodline Entertainment	3612/755	4/1/00
1121 Sweepers	Mu-Image	3451/746	7/16/09
1122 Sweet Angel Mine	Comerica	3579/634	12/3/99
1123 Table for One	Behavior	3444/963	1/23/01
1124 Tactful Assault/ Director, Mark Griffiths	CME	3464/368	1/17/00
1125 Taken	Allegro and Motion	3456/967	
1126 Taking Earth	High Octane Pictures, LLC	Pending	3/27/07
1127 Takes From the Darkside - The Movie	J&M	3553/616	4/30/02
1128 Tapeheads	Filmhar	3482/323	4/1/13
1129 Tapped	Tapped Picture Corp	In Process	9/23/09
1130 Target	Westward Group, Inc	In Process	11/29/99
1131 Tax Man, The	AH Channel	3444/875	2/16/11
1132 TRX13	TRM 3 Movie, LLC	3601/475	1/15/16
1133 Teacher of the Year	Teacher of the Year LLC	In Process	1/23/01
1134 Techno Police	CME	3464/368	12/3/99
1135 Telling Lies in America	Behavior	3444/963	
1136 Telling Lies in America	Vanguard	3454/982	
1137 Temple	Temple Production LLC	Pending	
1138 Terminal Bliss	MPCA	In Process	1/1/07
1139 Terminal Rush	Andrew Stevens	3539/127	8/29/05
1140 Texas Funeral, A	J&M	3553/616	3/27/07
1141 Textuality	6857283 Canada, Ltd	3610/891	2/16/11

7/11/2009

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
1142 That was Then... This is Now	ICM	3553/616	3/27/07
1143 Theodore Rex	ICM	3553/616	3/27/07
1144 Thirty Days	Chernavachi	Pending	
1145 30 Years to Life	30 Years to Life	3509/531	4/16/04
1146 This is My Father	Behavior	3444/965	12/3/99
1147 This Revolution	Seven Beers	3538/874	1/1/07
1148 Thousand Pieces of Gold	ICM	3553/616	3/27/07
1149 Thrills	Trademark Entertainment	Pending	7/14/04
1150 Three Musketeers: The	ICM	3553/616	3/27/07
1151 Threshold	ICM	3553/616	3/27/07
1152 Throwing Stars	Throwing Stars LLC	3562/745	3/10/08
1153 Tim Tebow: Cast of Hunger Games; Beyoncé; TBD	Vertical Ascent Inc	3628/215	11/27/12
1154 Time Under Fire	Andrew Stevens	3529/127	8/29/05
1155 TKO (aka Urban Assault)	United Sons Entertainment, LLC	In Process	4/1/13
1156 To Find A Rainbow	ICM	3464/358	1/23/01
1157 Tony N Tina's Wedding	Greenwich Street Productions	Pending	
1158 Top of the World	Nashange	3451/746	4/18/00
1159 Trail Of The Wild	ICM	3464/368	1/23/01
1160 Trailer Park Boys	EPB Feature Productions Ltd	3358/872	1/1/07
1161 Trailer Park Boys 2: Countdown to Liquor Day	TPB Feature Productions Ltd	3595/131	10/18/10
1162 Trailer Park Boys: Don't Legitize It	Symon Productions/Eagle Island Films	In Process	12/15/14
1163 Transformation	Orchard 601 Film, LLC	3558/873	1/1/07
1164 Transpecs	Pending		
1165 Traveler	Worldwide Multi-Media	3444/955	12/3/99
1166 Trial Watch	Worldwide Multi-Media	3474/917 and 3482/347	10442001 and 4336/02
1167 Trigger Man	Class Eye Pix, Inc	3558/878	1/1/07
1168 Tripfall	Artists View	3467/336	3/28/01
1169 Trojan Women	ICM	3464/368	1/23/01
1170 Tropical Heat	Worldwide Multi-Media	3474/917 and 3482/347	10442001 and 4336/02
1171 True Love	ICM	3553/616	3/27/07
1172 True Nature	True Nature, LLC	In Process	4/1/13
1173 True Romance	Connection	3500/659	6/9/03
1174 Trust Me	J&M	3553/616	3/27/07
1175 Truth About Love, The	Truth About Love	Pending	
1176 Turkeys	Felin Beach Group	3618/383	6/26/12
1177 Turn the River Twenty Twenty	Turn the River LLC	3562/744	3/10/08
1178 "2020 Texas Gladiators"	ICM	3464/368	8/10/00
1179 Twilight: Unleashed	Varian Motion Inc	3618/378	6/26/12
1180 Twin Sisters	Behavior	3444/965	12/3/99
1181 Twist of Fate	Allegro and Media	3456/967	1/17/00
1182 2 Catch 2/ Director, Gene Minshall	ICM	3464/368	1/23/01
1183 Two Bits	Connection	3500/659	6/9/03
1184 Two Days	Amer World Pictures	3537/968	6/19/06
1185 Two Hands	Beyond Int Services	3472/123	7/20/01

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Recordation
1186 U.S. Seals	No-Image	In Process	
1187 U.S. Seals II	Blockbuster	34822268 and 34817699	10/21/01
1188 UFO, Fact Or Fiction	CME	3464/368	1/23/01
1189 Ultimate Desire	Westwind	Pending	
1190 Undercurrent	AH Channel	3455/845	7/24/00
1191 United Passions	TFI International	In Process	6/25/15
1192 Unholy Angel	Worldwide Multi-Media	3474/917 and 3482/347	10/4/2001 and 4/30/02
1193 Unholy	United, LLC	3595/130	10/18/10
1194 Upheld	Kannan Dolan	Pending	
1195 Ups & Downs/ Director, Paul Almond	CME	3464/368	1/23/01
1196 Vengeance/ Director, Mare Daniels	CME	3464/368	1/23/01
1197 Vengeance Of The Space Pirate	CME	3464/368	1/23/01
1198 Venom/ Director, Piers Haggard	CME	3464/368	1/23/01
1199 Vintner's Luck, The	Panorama Entertainment	3418/381	6/26/12
1200 Viper	Behavior	3444/965	1/23/99
1201 Virgin of Inez	Las Mujeres LLC	3562/743	3/10/08
1202 Virtual Desire	Royal Oaks	3527/240	10/1/05
1203 Virtual Seduction	Showtime	3446/077	12/30/1999
1204 Visioners	Visioners Film Productions	3460/476	2/16/11
1205 Vivero Letter, a.k.a. Forgotten City	Pinnacle	3469/776	5/23/01
1206 Void, The	The Void Movie, Inc	Pending	
1207 Voodoo	Behavior	3444/965	1/23/99
1208 Vultures	CME	3464/368	1/23/01
1209 Walker Payne	Walker Productions Inc	3558/880	1/1/07
1210 Warlords 3080	Behavior	3444/965	1/23/99
1211 Warrior Angels	Silverline Agreement	3512/754	2/7/12
1212 Warrior Of The Last World	CME	3464/368	1/23/01
1213 Water Damage	Blockbuster	3482/268 and 3481/699	10/31/01
1214 Wave Riders	Besom Productions	3595/129	10/18/10
1215 Way of the Dragon	B D O	3513/670	8/11/2004
1216 Way To Dusty Death, The	J&M	3553/616	3/27/07
1217 Weather Girl	Weather Girl LLC	3570/708	7/16/09
1218 Westville	Shoelace Ent.	In Process	6/19/06
1219 Western Religion	Automatic Entertainment GL LLC	In Process	1/15/16
1220 What the Moon Saw	J&M	3553/616	3/27/07
1221 What's Eating Gilbert Grape	Gilbert Grape Partners II	3579/739	7/16/09
1222 What's Eating Gilbert Grape	J&M	3553/616	3/27/07
1223 What's Happening to Me?/ Director, David Worth	CME	3464/368	1/23/01
1224 When a Man Falls in the Forest	Forest Productions, Inc	3558/871	1/1/07
1225 When Eight Belts Toll	Cinema 7 Productions	3599/109	10/21/10
1226 When Justice Falls	Moonstone	3513/669	8/11/04
1227 When the Butler Hits the Bone	Moonstone	3513/669	8/11/04
1228 Where Eskimos Live	Dream Ent.	Pending	
1229 Where Sleeping Dogs Lie	CME	3500/659	3/25/03
1230 Where The Lions Rule/ Director, Paul Leder	CME	3464/368	1/23/01
1231 Where The Wild Geese Goes	CME	3464/368	1/23/01

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

TITLE	Contracting Party	Volume/Disc. No.	Date of Recordation
1232 Where Truth Lies	Silverline Agreement	3612/734	2/7/12
1233 Where did I come From?	CME	3464/368	1/23/01
1234 Whiteygart	All the Way Round, Inc	In Process	6/19/06
1235 White Collar Hoodigan	Press on Features, Ltd.	In Process	4/1/13
1236 White Ghost	Behavior	3444/965	12/3/99
1237 White Fish Drinkers	Submarine Entertainment	3612/715	2/7/12
1238 White Lion	Showcase Entertainment	3395/128	10/18/10
1239 White Nights (Martin Beck III)	J&M	3553/616	3/27/07
1240 White of the Eye	Camera 7 Productions	3395/109	10/30/10
1241 White Raven	Stevens	3527/230	10/11/05
1242 White Rush	Arner World Pictures	3538/552	6/19/06
1243 Whole Wide World	Worldwide Multi-Media	3474/917 and 3482/247	10/4/2001 and 4/26/02
1244 Where	J&M	3513/667	7/14/04
1245 Why Not Stay For Breakfast	J&M	3553/616	7/14/04
1246 Wild Cherry	Cherry Bomb Productions	3558/879	1/1/07
1247 Wild Duck, The	J&M	3553/616	3/27/07
1248 Wild Horse Wild Ride	Fish Creek Films, LLC	3618/320	6/26/12
1249 Wild Prairie	CME	3464/348	1/23/01
1250 Wilder	Dream Rock	Reading	1/23/01
1251 Wilderness Journey	CME	3464/368	1/23/01
1252 Wildflowers	757 Acquisition	3500/653	5/23/03
1253 Windhammer Last	CME	3464/348	1/23/01
1254 Winner, The	Behavior	3444/965	12/3/99
1255 Winnipeg Comedy Film Festival	Francis Films Releasing	In Process	7/16/09
1256 Winter Break	Candlelight Pictures	3579/634	3/29/06
1257 Wise Girls	America	3487/143	7/26/02
1258 Wisner, The	American World	3578/633	6/19/06
1259 With or Without You	Fellas Productions	3456/967	1/17/03
1260 Witness Fite	Allegro and Motion	3553/616	3/27/07
1261 Woman Under the Influence, A (Cassavetes)	J&M	3578/438	6/13/06
1262 Woman Wanted	New City	3583/941	9/23/09
1263 Women in Trouble	Gato Negro Films	In Process	12/15/14
1264 Wompee	Wompee, LLC	3553/616	3/27/07
1266 Words Upon the Window Pane	J&M	3464/368	1/23/01
1267 Wrong Woman	Behavior	3444/965	12/3/99
1268 X-moor	WTF Productions	In Process	11/5/16
1269 X-Ray Kid	Andrew Stevens	3529/127	8/29/05
1270 Year of the Gun	J&M	3553/616	3/27/07
1271 Yellow Rock	Black Elk Mountain Productions, LLC	In Process	6/26/12
1272 Yesterday's Hero	Camera 7 Productions	3595/109	10/28/10
1273 Young Ones	Camera 7 Productions	In Process	12/15/14
1274 Yukon Safari	Young Ones Productions	3464/368	1/23/01
1275 Zipang	CME	3553/616	3/27/07
1276 Zombie High	J&M	3595/109	10/29/10
1277 Zombie Women of Satan	Left Film Sales	3601/481	2/16/11

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

TITLE	Contracting Party	Volume/Doc. No.	Date of Reconciliation
1278 Zone, The : aka. Dogfighter	Hess Kaliberg	3467106	4/26/01
1279 Zoom	WT Films	Pending	
1280 280 Miles	Calgene		
1281 57 Seconds	Cannadogcom Inc		
1282 A Violent Separation	Double Dutch International Inc		
1283 Beaver Falls (12 eps)	ALBMedia		
1284 Black Water: Abyss	Atrude Film Sales Limited		
1285 Carta	Myriad Pictures, Inc		
1286 Corporate Animals	Incredible Eddie Movie LLC		
1287 Deep Murder	Hoi Octopus, LLC		
1288 Dreamcatcher	Exakta Productions, LLC		
1289 Game Changers	Robert Olson Imbs		
1290 Grand Isle	Grand Isle The Movie, LLC		
1291 Love Me, Love My Doll (1 ep)	ALBMedia		
1292 Memory: The Origins of Alien	Indie Sales Company		
1293 My Big Fat Fetish (1 ep)	ALBMedia		
1294 One Killer Punch (1 ep)	ALBMedia		
1295 Portals	Doors The Movie, LLC		
1296 Professor Green: The Forgotten Class (2 eps)	ALBMedia		
1297 Speed with Guy Martin (4 eps)	ALBMedia		
1298 The Man Who Killed Don Quixote	El Frombre Que Mato A Don Quixote, AIE		
1299 Warning Shot	Warning Shot The Movie, LLC		
1300 Wonders of the Sea	Myriad Pictures, Inc		
1301 Protector		3472337	
1302 No Turning Back		3512074 and 3513765	
1303 Night hunter		3513569	
1304 Redemption		Doc V3513D589	

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)

TRADEMARKS

REGISTRANT

REGISTRATION DATE

STATUS

REGISTRATION NO./
APPLICATION NO.

VACATION RENTAL POTENTIAL

PROJECT DAD

THE SIP (design)

Chicken Soup for the Soul
Entertainment, Inc
Chicken Soup for the Soul
Entertainment, Inc

May 25, 2019
April 14, 2019

Registered
Registered

5764609
5728284

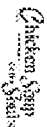
Chicken Soup for the Soul
Entertainment, Inc

April 30, 2019

Registered

5740139

THE SIP CHICKEN SOUP FOR THE SOUL (design)



Chicken Soup for the Soul
Entertainment, Inc

April 30, 2019

Registered

5740140

HEROES

CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES (design)

CHICKEN SOUP FOR THE SOUL'S ANIMAL TALES

BEING DAD

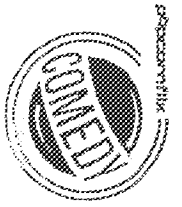
GOING FROM BROKE

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
Entertainment, Inc
Chicken Soup for the Soul
Entertainment, Inc

August 16, 2016
January 23, 2019
August 13, 2019
January 29, 2019

Registered
Pending
Registered
Pending

5020861
88273560
5833745
88273535



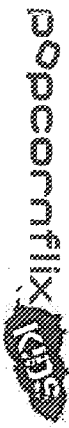
POPCORNFILX COMEDY (design)

Screen Media Ventures, LLC

January 26, 2016

Registered

4897428



POPCORNFILX KIDS (design)

Screen Media Ventures, LLC

December 16, 2014

Registered

4657928

POPCORNFILX.COM

Screen Media Ventures, LLC

December 2, 2014

Registered

4649301

FRIGHTPIX

Screen Media Ventures, LLC

September 10, 2015

Registered

4399612



P (design)

Screen Media Ventures, LLC

October 25, 2011

Registered

4045201

POPCORNFILX.COM

Screen Media Ventures, LLC

Application filed on March 29, 2011

Abandoned as of December 30, 2011

85281389



POP CORNFILX

POPCORNFILX.COM (design)

Screen Media Ventures, LLC

Application filed on March 29, 2011

Abandoned as of December 30, 2011

Serial # 85281380

Trulli

Chicken Soup for the Soul Entertainment, Inc

June 5, 2014

Registered

4543876



TRULLI (design)

Chicken Soup for the Soul Entertainment, Inc

June 10, 2014

Registered

4548094

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

Crackle (US)

Crackle Plus, LLC

May 11, 2010

Registered

3787755

Crackle (Canada)

Crackle Plus, LLC

October 2, 2010

Registered

3617310

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. cssapplus.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. thefixertvshow.biz
25. thefixertvshow.co
26. thefixertvshow.com
27. thefixertvshow.info
28. thefixertvshow.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
9. 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. crackletv.co
59. crackletv.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

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 transferred 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. popcornflix.co
20. popcornflix.co.uk
21. popcornflix.com
22. popcornflix.fr
23. popcornflix.mobi
24. popcornflix.net

25. popcornflix.org
26. popcornflix.tv
27. popcornflix.us
28. popcornflix.xxx
29. popcornflixcomedy.com
30. popcornflixcomedy.info
31. popcornflixcomedy.net
32. popcornflixcomedy.org
33. popcornflixespanol.com
34. popcornflixfamily.com
35. popcornflixfamily.info
36. popcornflixfamily.net
37. popcornflixfamily.org
38. popcornflixfamily.us
39. popcornflixinstantly.com
40. popcorninstantflix.com
41. popcornflixkids.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. adultlifefilms.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. Themercury.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
6. truli.biz
7. truli.info
8. truli.mobi
9. trulimediagroup.com
10. trulimediagroup.net
11. trulimediagroup.org
12. truli-español.com

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]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, _____.

[_____]

By: _____
Name:
Title:

[ADD APPROPRIATE NOTARY ACKNOWLEDGEMENT]

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

The foregoing assignment by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, _____.

PATRIOT BANK, N.A.

By: _____
Name:
Title:

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

TRADEMARK
REEL: 006747 FRAME: 0948

ANNEX
TO
ASSIGNMENT OF DOMAIN NAMES

Domain Names:

[]

Unregistered Variations of Domain Names:

[]

Pending Domain Name Applications:

[]

Domain Name Licenses:

[]

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