

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boat Rocker Media Inc.		10/30/2019	Corporation: CANADA
Boat Rocker Rights Inc.		10/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West, 18th Fl., First Canadian Place		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5638274	ORPHAN BLACK	
Serial Number:	87471190	LATE NITE EATS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1147532 TM		
NAME OF SUBMITTER:	Jule Armstrong		
SIGNATURE:	/Jule Armstrong/		
DATE SIGNED:	10/31/2019		
Total Attachments: 5			
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Notice of Grant of Security Interest in Trademarks

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 30, 2019 (this “**Security Agreement**”), is made by those grantors identified on the signature pages hereto (each, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **BANK OF MONTREAL**, as lender (“**Lender**”).

WHEREAS, **BOAT ROCKER MEDIA INC.**, a corporation amalgamated under the laws of the Province of Ontario (the “**CDN Borrower**”), **BOAT ROCKER MEDIA (US) INC.**, a corporation formed under the laws of the State of Delaware (the “**US Borrower**”), certain Subsidiaries of the CDN Borrower, and the Lender have entered into a Third Amended and Restated Offer of Financing, dated as of October 30, 2018, as amended by Amendment No. 1 to the Third Amended and Restated Offer of Financing, dated as of February 1, 2019 (as further amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the CDN Borrower and certain Subsidiaries of the CDN Borrower, have entered into certain General Security Agreements and certain Subsidiaries of the CDN Borrower have entered into that certain Canadian Security Agreement, as amended by the Canadian Security Agreement Acknowledgement and Amendment (collectively, as amended, restated, supplemented or otherwise modified from time to time, the “**Canadian Security Agreements**”), in favor of the Lender; and

WHEREAS, the Canadian Security Agreements require the Grantors to execute and deliver this Security Agreement.

NOW, THEREFORE, for valuable consideration of the premises and in order to ensure compliance with the Canadian Security Agreements, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Canadian Security Agreements, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

- (i) all of its United States Trademarks, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

provided, however, that the Trademark Collateral shall not include any Trademark application filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such

Trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

SECTION 3. Canadian Security Agreements. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Canadian Security Agreements, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Counterparts. This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

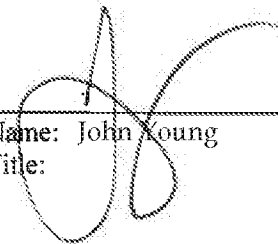
SECTION 5. Governing Law. This Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

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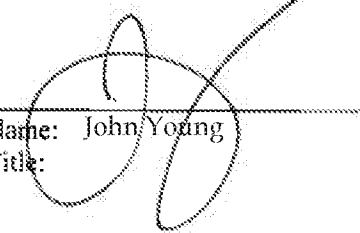
IN WITNESS WHEREOF, each of the undersigned Grantors has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

Boat Rocker Media Inc.

By: 
Name: John Young
Title:

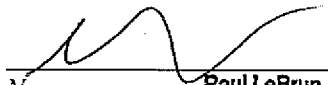
Boat Rocker Rights Inc.

By: 
Name: John Young
Title:

Acknowledged and agreed to
as of the date hereof:

Lender:

Bank of Montreal

By: 
Name: **Paul LeBrun**
Title: **Senior Director
Media Finance**

[U.S. Trademark Security Agreement]

**TRADEMARK
REEL: 006784 FRAME: 0195**

SCHEDULE I

Trademarks

Trademark	Application/ Registration Number	Applicant
LATE NITE EATS	87471190	Boat Rocker Media Inc.
ORPHAN BLACK	5638274	Boat Rocker Rights Inc.