

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A24 Films LLC		12/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	2000 Avenue of the Stars, Suite 110		
Internal Address:	Attn: Todd Steiner		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4499438	A24	
Registration Number:	5443650	A24	
Registration Number:	4952902	A24	
Registration Number:	4516157	A24	
Registration Number:	4596069	A24	
Registration Number:	5443651	A24	
Registration Number:	4952904	A24	
Registration Number:	4596070	A24	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 4499438

ATTORNEY DOCKET NUMBER:	1164224
NAME OF SUBMITTER:	Rebecca Pottash
SIGNATURE:	/Rebecca Pottash/
DATE SIGNED:	12/16/2019

Total Attachments: 14

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, A24 FILMS LLC (the "Borrower") and the other Credit Parties referred to in the Credit Agreement (as defined below), together with the Borrower, each a "Pledgor" and collectively the "Pledgors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of December 12, 2019 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), among the Pledgors, the lenders referred to therein, and Comerica Bank, a Texas banking association, as administrative agent (in such capacity, the "Administrative Agent") and issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith; and

WHEREAS, the Borrower, the Pledgors and the Administrative Agent are parties to that certain Trademark Security Agreement dated as of May 28, 2014 and recorded by the United State Patent and Trademark Office (the "USPTO") on June 3, 2014 (as the same has been amended, supplemented or otherwise modified, renewed, restated or replaced from time to time prior to the date hereof, the "Original Trademark Security Agreement") and are executing this Amended and Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in and to all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Within sixty (60) days after any of the Pledgors registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A hereto or in any Trademark license (pursuant to which any Pledgor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Amended and Restated Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Credit Agreement, this Amended and Restated Trademark Security Agreement and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to provide reasonable assistance to the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations (including, without limitation, certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Amended and Restated Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide the notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Amended and Restated Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors

may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Amended and Restated Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amended and Restated Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Amended and Restated Trademark Security Agreement. This Amended and Restated Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Amended and Restated Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Amended and Restated Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Amended and Restated Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Amended and Restated Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 14.1 of the Credit Agreement.

Any provision of this Amended and Restated Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Amended and Restated Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Amended and Restated Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Amended and Restated Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by Grantor (including its

successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Amended and Restated Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

The parties hereto hereby acknowledge and agree that (a) this Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement that is being entered into in connection with a second amendment and restatement of the Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Amended and Restated Trademark Security Agreement and (c) the Original Trademark Security Agreement and all security interests previously created and/or performed by or under the Original Trademark Security Agreement (including any supplements thereto) are in all respects continuing, including with respect to the timing of filing, notwithstanding the second amendment and restatement of the Credit Agreement or the Original Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Pledgor has duly executed this Amended and Restated Trademark Security Agreement as of December 12, 2019.

PLEDGORS:

A24 Films LLC

By: 
Name: Matthew Bires
Title: Chief Operating Officer

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 006816 FRAME: 0893

State of New York)
County of New York)

On 6th day of December, 2019 before me, Tatiana Metaxas a notary public in and for the State of New York

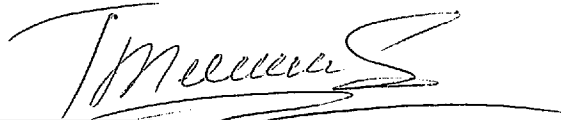
DATE NAME

personally appeared Matthew Brey
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

TATIANA METAXAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ME6368344
Qualified in Queens County
Certificate Filed in New York County and Kings County
My Commission Expires 12-11-2021

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 006816 FRAME: 0894

ACCEPTED:


COMERICA BANK,
as Administrative Agent and Issuing Bank


By: _____
Name: *Todd R. Steiner*
Title: *SVP*



Signature Page to Amended and Restated Trademark Security Agreement


Schedule A
to Amended and Restated Trademark Security Agreement

TRADEMARKS

Trademark/Service Mark	Country	Reg. No.	Class	Goods/Services	Status	Next Action Due
A24	U.S.	4,499,438	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment.	Registered	March 18, 2024 – Renewal
A24	U.S.	5,443,650	35	Production of advertising matter and commercials; On-line retail store services featuring clothing, posters, memorabilia and collectables.	Registered	April 10, 2024 – Affidavit of Use
A24	U.S.	4,952,902	36	Providing financing for the creation, development, production, post-production, advertising and distribution of videos, television programs and motion pictures.	Registered	May 3, 2022 – Affidavit of Use
A24	U.S.	4,516,157	41	Entertainment services, namely, production and distribution of films; Providing a website featuring blogs, images, trailers and information in the fields of movies and entertainment.	Registered	April 15, 2024 – Renewal
	U.S.	4,596,069	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment.	Registered	September 2, 2024 – Renewal

Trademark/Service Mark	Country	Reg. No.	Class	Goods/Services	Status	Next Action Due
A24	U.S.	5,443,651	35	Production of advertising matter and commercials; On-line retail store services featuring clothing, posters, memorabilia and collectables.	Registered	April 10, 2024 – Affidavit of Use
A24	U.S.	4,952,904	36	Providing financing for the creation, development, production, post-production, advertising and distribution of videos, television programs and motion pictures.	Registered	May 3, 2022 – Affidavit of Use
A24	U.S.	4,596,070	41	Entertainment services, namely, production and distribution of films; Providing a website featuring blogs, images, trailers and information in the fields of movies and entertainment.	Registered	September 2, 2024 – Affidavit of Use
A24	Australia	1791918	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment.	Registered	August 25, 2026 – Renewal
			41	Entertainment services, namely, production and distribution of films; blogs, images, trailers and information in the fields of movies and entertainment provided via a website.		
	China	18374469	9	Publications (Electronic -) [downloadable]; downloadable music files; downloadable image files; visual-audio CD; pre-recorded CDs and DVDs featuring motion picture films and television programs in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films and	Registered	December 27, 2026 – Renewal

Trademark/Service Mark	Country	Reg. No.	Class	Goods/Services	Status	Next Action Due
				television programs in the nature of drama, comedy, history, documentary and all fields of entertainment.		
	China	18374468	41	Providing on-line electronic publications [not downloadable]; film production, other than advertising films; television programmes (production of radio and -); shows (production of -); videotape film production; providing online music (non-downloadable); providing online video (non-downloadable); movie distribution services; entertainment information; entertainer services; entertainment services, namely, production of films and television programs; publication of electronic books and journals on-line; game services provided on-line from a computer network.	Registered	December 27, 2026 – Renewal
A24	India	3377425	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment.	Registered	October 3, 2026 – Renewal
A24	India	3377423	41	Entertainment services, namely, production and distribution of films; providing a website featuring blogs, images, trailers and information in the fields of movies and entertainment.	Registered	October 3, 2026 - Renewal
	India	3377424	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment;	Registered	October 3, 2026 – Renewal

Trademark/Service Mark	Country	Reg. No.	Class	Goods/Services	Status	Next Action Due
				downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment.		
A24	India	3377422	41	Entertainment services, namely, production and distribution of films; providing a website featuring blogs, images, trailers and information in the fields of movies and entertainment.	Registered	October 3, 2026 – Renewal
A24	Japan	6015902	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films in the nature of drama, comedy, history, documentary and all fields of entertainment.	Registered	February 2, 2028 – Renewal
			41	Entertainment services, namely, production and distribution of films; Providing a website featuring blogs, images, trailers and information in the fields of movies and entertainment.		
	Russia	612482	9	Digital media, namely, pre-recorded CDs and DVDs featuring motion picture films and television programs in the nature of drama, comedy, history, documentary and all fields of entertainment; downloadable content, namely, pre-recorded audio and audiovisual files featuring motion picture films and television programs in the nature of drama, comedy, history, documentary and all fields of entertainment.	Registered	December 1, 2025 – Renewal
			41	Entertainment services, namely, production and distribution of films and		

Trademark/Service Mark	Country	Reg. No.	Class	Goods/Services	Status	Next Action Due
				television programs; Providing a website featuring blogs, images, trailers and information in the fields of movies, television programs and entertainment.		

Schedule B
to Amended and Restated Trademark Security Agreement

TRADEMARK LICENSES
