

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPYGLASS MEDIA GROUP, LLC		12/16/2019	Limited Liability Company: DELAWARE
LANTERN ENTERTAINMENT ACQUISITION COMPANY, LLC		12/16/2019	Limited Liability Company: DELAWARE
LE DEVELOPMENT LLC		12/16/2019	Limited Liability Company: DELAWARE
LE FILM DISTRIBUTION LLC		12/16/2019	Limited Liability Company: DELAWARE
LE FILM PRODUCTION LLC		12/16/2019	Limited Liability Company: DELAWARE
LE TELEVISION LLC		12/16/2019	Limited Liability Company: DELAWARE
LE WACO SPV LLC		12/16/2019	Limited Liability Company: DELAWARE
SMG DEVELOPMENT LLC		12/16/2019	Limited Liability Company: CALIFORNIA
SPYGLASS IP HOLDINGS LLC		12/16/2019	Limited Liability Company: DELAWARE
BENEATH THE LAKE MUSIC LE LLC		12/16/2019	Limited Liability Company: DELAWARE
RIPPLE ON THE WATER LE LLC		12/16/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	TRUIST BANK, as Administrative Agent
<b>Street Address:</b>	3333 Peachtree Rd NE, 8th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	Bank: NORTH CAROLINA

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
<b>Registration Number:</b>	4376956	AROMA-SCOPE

CH \$540.00 4376956

Property Type	Number	Word Mark
Registration Number:	3142441	DIMENSION
Registration Number:	2705829	DIMENSION
Registration Number:	2633866	DIMENSION
Registration Number:	3990263	DIMENSION EXTREME
Registration Number:	5807098	DIMENSION TELEVISION
Registration Number:	4741563	MYRTLE MANOR
Registration Number:	4741564	MYRTLE MANOR
Registration Number:	3173086	PROJECT RUNWAY
Registration Number:	4293202	RADIUS TWC
Registration Number:	4413973	THE WEINSTEIN COMPANY
Registration Number:	4832050	TWC GAMES
Registration Number:	3544839	UNSTABLE FABLES
Registration Number:	4792718	WELCOME TO MYRTLE MANOR
Registration Number:	2421290	
Registration Number:	2875155	
Registration Number:	2630845	SPYGLASS ENTERTAINMENT
Registration Number:	2575904	SPYGLASS ENTERTAINMENT
Registration Number:	2884642	SPYGLASS ENTERTAINMENT
Serial Number:	88185737	SPYGLASS MEDIA GROUP
Serial Number:	88185740	SPYGLASS TELEVISION

**CORRESPONDENCE DATA**

**Fax Number:** 6173417701

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 617-951-8132

**Email:** linda.salera@morganlewis.com

**Correspondent Name:** Linda A. Salera, Senior Paralegal

**Address Line 1:** One Federal Street

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	12/17/2019

**Total Attachments: 21**

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

Dated as of December 16, 2019

WHEREAS, Spyglass Media Group, LLC (the “Borrower”) and any Guarantors referred to in the Credit Agreement defined below (such Guarantors, together with the Borrower, each, a “Grantor” and, collectively, the “Grantors”) now owns or holds 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 filed 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 by the Grantor;

WHEREAS, pursuant to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of December 16, 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 ascribed to such terms in the Credit Agreement), among the Borrower, Lantern Entertainment Intermediate HoldCo LLC, as Parent, the Guarantors referred to therein from time to time, the Lenders referred to therein from time to time (the “Lenders”) and Truist Bank, as Administrative Agent, the Lenders have agreed to make Loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors have granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Grantors (other than the Excluded Collateral as defined on Schedule C hereto) including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor’s Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantors, 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 or obligations under and in connection with its guaranty of the Obligations;

WHEREAS the Credit Agreement constitutes an amendment and restatement of that certain Credit, Security, Guaranty and Pledge Agreement dated as of July 13, 2018, among the Borrower, LE Film Distribution LLC, the lenders party thereto and SunTrust Bank, as

administrative agent and issuing bank on behalf of such lenders (the “Existing Credit Agreement”); and

WHEREAS, Borrower and LE Film Distribution LLC are party to that certain Trademark Security Agreement dated as of July 13, 2018, (the “Existing Trademark Security Agreement”) and in connection with the amendment and restatement of the Existing Credit Agreement are executing this Amended and Restated Trademark Security Agreement to amend, restate and replace in its entirety the Existing Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations or its obligations under and in connection with its guaranty of the Obligations, as applicable, a continuing security interest in and to all of the Grantors’ right, title and interest in, to and under the following (all of the following items (i)-(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 Grantors, other than the Excluded Collateral as defined on Schedule C hereto):

- (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 Grantors 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.

The Grantors agree that if any Person shall do or perform any act which the Administrative Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of the Grantors, the Administrative Agent, or the other Secured Parties, or if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days’ prior written notice to the Grantors (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 steps and institute such suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act 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 Grantors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Grantors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the

Grantors agree to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantors' 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. The Grantors and the Administrative Agent 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 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 and performed in full, the Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to the Grantors, at the Grantors' request and sole cost and 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.

So long as no Event of Default (or Default under Section 7.1(h) or (i) of the Credit Agreement) shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents executed by the Grantors, the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Credit Agreement and the other Fundamental Documents.

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH 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 transmission 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 electronic transmission 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 13.1 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 the Grantors. 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 the Grantors (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.

The parties hereto hereby acknowledge and agree that (a) this Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement, (b) the amendment and restatement of the Existing Credit Agreement does not constitute a novation or termination of the underlying obligations secured by the Existing Trademark Security Agreement and (c) the Existing Trademark Security Agreement and all security interests previously created and/or perfected by or under the Existing Trademark Security Agreement are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Existing Credit Agreement or the Existing Trademark Security Agreement.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors have caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly Authorized Officer as of the date first set forth above.

**GRANTORS:**

SPYGLASS MEDIA GROUP, LLC  
LANTERN ENTERTAINMENT  
ACQUISITION COMPANY, LLC  
LE DEVELOPMENT LLC  
LE FILM DISTRIBUTION LLC  
LE FILM PRODUCTION LLC  
LE TELEVISION LLC  
LE WACO SPV LLC  
SMG DEVELOPMENT LLC  
SPYGLASS IP HOLDINGS LLC  
BENEATH THE LAKE MUSIC LE LLC  
RIPPLE ON THE WATER LE LLC

By: 

Name: Cheryl Rodman

Title: Chief Legal Officer



ACCEPTED:

TRUIST BANK,  
as Administrative Agent

By: 

Name: J. Matthew Rowand

Title: Director

Signature Page to Copyright Security Agreement

TRADEMARK  
REEL: 006818 FRAME: 0030

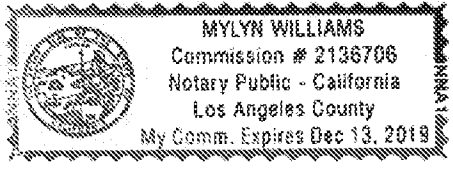
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }
On 12/12/2019 before me, MYLYN WILLIAMS Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheryl Rodman
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 California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL


Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)
Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian of Conservator
[ ] Other:
Signer is Representing:

Schedule A  
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Canada	LE Film Distribution LLC		TMA474797	Apr 16, 1997	DIMENSION
Canada	LE Film Distribution LLC		TMA475248	Apr 28, 1997	DIMENSION VIDEO
China	LE Film Distribution LLC		5460537	Apr 14, 2012	CROUCHING TIGER HIDDEN DRAGON
China	LE Film Distribution LLC		5460112	Dec 28, 2009	CROUCHING TIGER, HIDDEN DRAGON
China	LE Film Distribution LLC		5460115	Jul 14, 2014	CROUCHING TIGER, HIDDEN DRAGON
China	LE Film Distribution LLC		5460114	Mar 14, 2010	CROUCHING TIGER, HIDDEN DRAGON
Japan	LE Film Distribution LLC		5238337	Jun 12, 2009	CROUCHING TIGER, HIDDEN DRAGON
Taiwan R.O.C.	LE Film Distribution LLC		01359217	Apr 16, 2009	CROUCHING TIGER, HIDDEN DRAGON

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
United States of America	LE Film Distribution LLC		4376956	Jul 30, 2013	AROMA-SCOPE
United States of America	LE Film Distribution LLC		3142441	Sep 12, 2006	DIMENSION
United States of America	LE Film Distribution LLC		2705829	Apr 15, 2003	DIMENSION
United States of America	LE Film Distribution LLC		2633866	Oct 15, 2002	DIMENSION
United States of America	LE Film Distribution LLC		3990263	Jul 5, 2011	DIMENSION EXTREME
United States of America	LE Film Distribution LLC		5807098	Jul 16, 2019	DIMENSION TELEVISION
United States of America	LE Film Distribution LLC				DIMENSION TELEVISION (2019)
United States of America	LE Film Distribution LLC		4741563	May 26, 2015	MYRTLE MANOR
United States of America	LE Film Distribution LLC		4741564	May 26, 2015	MYRTLE MANOR and design 

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
United States of America	LE Film Distribution LLC				PROJECT RUNWAY
United States of America	LE Film Distribution LLC		3173086	Nov 21, 2006	PROJECT RUNWAY
United States of America	LE Film Distribution LLC				PROJECT RUNWAY
United States of America	LE Film Distribution LLC		4293202	Feb 19, 2013	RADIUS TWC
United States of America	LE Film Distribution LLC		4413973	Oct 8, 2013	THE WEINSTEIN COMPANY
United States of America	LE Film Distribution LLC		4832050	Oct 13, 2015	TWC GAMES
United States of America	LE Film Distribution LLC		3544839	Dec 9, 2008	UNSTABLE FABLES
United States of America	LE Film Distribution LLC		4792718	Aug 18, 2015	WELCOME TO MYRTLE MANOR
Argentina	Spyglass IP Holdings, LLC	3785255			SPYGLASS MEDIA GROUP
Argentina	Spyglass IP Holdings, LLC	3785256			SPYGLASS MEDIA GROUP

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Australia	Spyglass IP Holdings, LLC	1977835			SPYGLASS MEDIA GROUP
Australia	Spyglass IP Holdings, LLC	1977833			SPYGLASS TELEVISION
Belize	Spyglass IP Holdings, LLC	TBA			SPYGLASS MEDIA GROUP
Brazil	Spyglass IP Holdings, LLC	916808629		11/5/2019	SPYGLASS MEDIA GROUP
Brazil	Spyglass IP Holdings, LLC	916808637		11/5/2019	SPYGLASS MEDIA GROUP
Canada	Spyglass IP Holdings, LLC	1938049			SPYGLASS MEDIA GROUP
Canada	Spyglass IP Holdings, LLC	1938050			SPYGLASS TELEVISION
Chile	Spyglass IP Holdings, LLC	1321204			SPYGLASS MEDIA GROUP
China	Spyglass IP Holdings, LLC	35704920			SPYGLASS MEDIA
China	Spyglass IP Holdings, LLC	35704919			SPYGLASS MEDIA



<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
China	Spyglass IP Holdings, LLC	36624258			SPYGLASS MEDIA (Chinese characters)
China	Spyglass IP Holdings, LLC	36624257			SPYGLASS MEDIA (Chinese characters)
Colombia	Spyglass IP Holdings, LLC		SD20190020 63 6	10/25/2019	SPYGLASS MEDIA GROUP
Costa Rica	Spyglass IP Holdings, LLC		283288	10/14/2019	SPYGLASS MEDIA GROUP
El Salvador	Spyglass IP Holdings, LLC	2019177092			SPYGLASS MEDIA GROUP
El Salvador	Spyglass IP Holdings, LLC	2019177195			SPYGLASS MEDIA GROUP
European Community	Spyglass IP Holdings, LLC		18005634	6/25/2019	SPYGLASS MEDIA GROUP
European Community	Spyglass IP Holdings, LLC		18005635	6/25/2019	SPYGLASS TELEVISION
Guatemala	Spyglass IP Holdings, LLC	2019002426			SPYGLASS MEDIA GROUP
Guatemala	Spyglass IP Holdings, LLC	2019002425			SPYGLASS MEDIA GROUP

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Honduras	Spyglass IP Holdings, LLC	1448719			SPYGLASS MEDIA GROUP
Honduras	Spyglass IP Holdings, LLC	1449619			SPYGLASS MEDIA GROUP
Hong Kong	Spyglass IP Holdings, LLC	304845042			SPYGLASS MEDIA GROUP
India	Spyglass IP Holdings, LLC		2250143	8/10/2019	SPYGLASS MEDIA GROUP
India	Spyglass IP Holdings, LLC		2250144	8/10/2019	SPYGLASS MEDIA GROUP
Indonesia	Spyglass IP Holdings, LLC	DID2019019 617			SPYGLASS MEDIA GROUP
Japan	Spyglass IP Holdings, LLC	2019012936			SPYGLASS MEDIA GROUP
Japan	Spyglass IP Holdings, LLC	2019056750			SPYGLASS MEDIA GROUP [in Katakana]
Macau	Spyglass IP Holdings, LLC	N153390			SPYGLASS MEDIA GROUP
Macau	Spyglass IP Holdings, LLC	N153391			SPYGLASS MEDIA GROUP



<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Malaysia	Spyglass IP Holdings, LLC	2019015470			SPYGLASS MEDIA GROUP
Malaysia	Spyglass IP Holdings, LLC	2019015471			SPYGLASS MEDIA GROUP
Mexico	Spyglass IP Holdings, LLC	2147829			SPYGLASS MEDIA GROUP
Mexico	Spyglass IP Holdings, LLC		1999030	5/13/2019	SPYGLASS MEDIA GROUP
New Zealand	Spyglass IP Holdings, LLC	1110474			SPYGLASS MEDIA GROUP
New Zealand	Spyglass IP Holdings, LLC	1110473			SPYGLASS TELEVISION
Nicaragua	Spyglass IP Holdings, LLC	2019001073			SPYGLASS MEDIA GROUP
Norway	Spyglass IP Holdings, LLC		305278	8/19/2019	SPYGLASS MEDIA GROUP
Panama	Spyglass IP Holdings, LLC	27266301			SPYGLASS MEDIA GROUP
Peru	Spyglass IP Holdings, LLC	794560			SPYGLASS MEDIA GROUP

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Peru	Spyglass IP Holdings, LLC		116408	7/4/2019	SPYGLASS MEDIA GROUP
Philippines	Spyglass IP Holdings, LLC	42019003364			SPYGLASS MEDIA GROUP
Republic of Korea	Spyglass IP Holdings, LLC	4020180183884			SPYGLASS MEDIA GROUP
Russian Federation	Spyglass IP Holdings, LLC	2019700175			SPYGLASS MEDIA GROUP
Switzerland	Spyglass IP Holdings, LLC		735419	9/2/2019	SPYGLASS MEDIA GROUP
Taiwan	Spyglass IP Holdings, LLC	108000672			SPYGLASS MEDIA GROUP
Thailand	Spyglass IP Holdings, LLC	190115853			SPYGLASS MEDIA GROUP
Thailand	Spyglass IP Holdings, LLC	190115852			SPYGLASS MEDIA GROUP
Turkey	Spyglass IP Holdings, LLC		2018118146	7/1/2019	SPYGLASS MEDIA GROUP
Turkey	Spyglass IP Holdings, LLC		2018118151	6/28/2019	SPYGLASS TELEVISION

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Ukraine	Spyglass IP Holdings, LLC	m201909645			SPYGLASS MEDIA GROUP
United States of America	Spyglass IP Holdings, LLC		2421290	1/16/2001	Miscellaneous Design 
United States of America	Spyglass IP Holdings, LLC		2875155	8/17/2004	Miscellaneous Design 
United States of America	Spyglass IP Holdings, LLC		2630845	10/8/2002	SPYGLASS ENTERTAINMENT
United States of America	Spyglass IP Holdings, LLC		2575904	6/4/2002	SPYGLASS ENTERTAINMENT
United States of America	Spyglass IP Holdings, LLC		2884642	9/14/2004	SPYGLASS ENTERTAINMENT
United States of America	Spyglass IP Holdings, LLC	88/185737			SPYGLASS MEDIA GROUP
United States of America	Spyglass IP Holdings, LLC	88/185740			SPYGLASS TELEVISION
Vietnam	Spyglass IP Holdings, LLC	4201915142			SPYGLASS MEDIA GROUP

TRADEMARK LICENSES

None.

Excluded Collateral

“Excluded Collateral” shall mean:

- (a) the motion picture entitled Current War and all of the Grantor’s right, title and interest therein,
- (b) the Amazon Upside Agreement and all rights in the motion picture entitled Upside licensed thereby and all proceeds related thereto,
- (c) any real property,
- (d) any asset (including any Equity Interest in any Person) if and to the extent a term in any contract or agreement (including any organizational document) entered into prior to December 16, 2019 to which a Grantor is a party prohibits, restricts or requires the consent of the other counterparty thereto to the creation, attachment or perfection of a security interest in the right, title or interest of such Grantor therein or provides that creation, attachment or perfection of such security interest would, in and of itself, give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination or remedy under such agreement, except in each case to the extent that (i) such term has been waived or such counterparty has otherwise consented to the creation hereunder of a security interest in such asset, or (ii) such term has been rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other Applicable Law (including the Bankruptcy Code) or principles of equity and, immediately upon the ineffectiveness, lapse or termination of any such provision, such Grantor shall be automatically deemed to have granted a security interest hereunder to the Lender in all of its right, title and interest in and to such asset as if such term had never been in effect,
- (e) any voting Equity Interests issued by a Controlled Foreign Corporation or CFC Holdco, in each case, to any Grantor in excess of 65% of the issued and outstanding voting Equity Interests in such Controlled Foreign Corporation or CFC Holdco,
- (f) any Equity Interests issued by a direct or indirect Subsidiary of a Controlled Foreign Corporation or CFC Holdco,
- (g) any Equity Interests of the Borrower owned by LE MIP LLC, and
- (h) any “intent to use” trademark application for which a statement of use has not been filed with the U.S. Patent and Trademark Office, but only to the extent that the grant of a lien thereon would invalidate such trademark application.

In addition, the exclusion in clause (d) above shall in no way be construed so as to limit, impair or otherwise affect the Administrative Agent’s unconditional continuing security interest in and to (x) any right, title and interest of each Grantor in and to any rights to payment or other rights to

receive monies due or to become due in respect of any such asset and in any such monies and other proceeds of such asset or (y) any right, title and interest of each Grantor in or to any motion picture or program to which such contract or agreement relates, including any copyright therein or proceeds therefrom, except, in the case of clause (y) but not clause (x), to the extent otherwise expressly set forth in clause (d) above.

## DEFINED TERMS

As used in this Schedule C, the following terms shall have the respective meanings set forth below:

**“Amazon Upside Agreement”** means the Master Digital Video License Agreement dated as of May 30, 2017 relating to the motion picture entitled The Upside (previously known as Untouchable), between Amazon.com, Inc. and Weinstein Global Film Corp., as assumed by LE Upside SPV LLC and Spyglass Media Group, LLC pursuant to that certain Assignment and Assumption Agreement effective as of July 13, 2018, by and between the Weinstein Company Holdings LLC, LE Upside SPV LLC and Spyglass Media Group, LLC, as amended by that certain Amendment to Master Digital Video License Agreement dated October 15, 2018 and as may further be amended, amended and restated, supplemented, or otherwise modified from time to time.

**“Applicable Law”** shall mean, with respect to any Person, all provisions of statutes, rules, regulations and orders of any Governmental Authority applicable to such Person, and all orders and decrees of all courts, tribunals and arbitrators in proceedings or actions in which such Person is a party.

**“Bankruptcy Code”** means the Bankruptcy Reform Act of 1978, as codified at 11 U.S.C. §§ 101 et seq.

**“Equity Interests”** means shares of the capital stock, partnership interests, membership interests or other ownership units in a limited liability company, beneficial interests in a trust or other equity or voting interests in any Person or any warrants, options or other rights to acquire such interests.

**“CFC Holdco”** means any Person substantially all of the assets of which are Equity Interests issued by a Controlled Foreign Corporation.

**“Controlled Foreign Corporation”** means a Subsidiary of a Grantor that is a “controlled foreign corporation” as defined in Section 957(a) of the Code or any successor provision thereto.

**“Governmental Authority”** shall mean any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any court, tribunal or arbitrator, in each case whether of the United States or any foreign jurisdiction.

**“Person”** means any natural person, corporation, division of a corporation, limited liability company, partnership, trust, joint venture, association, company, estate, unincorporated organization or government or any agency or political subdivision thereof.

**“Subsidiary”** means with respect to any Person, any corporation, limited liability company, association, joint venture, partnership or other Person (whether now existing or hereafter organized) of which at least a majority of the voting stock or other ownership interests therein having ordinary voting power for the election of directors (or the equivalent) is, at the time as of which any determination is being made, owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

“UCC” means the Uniform Commercial Code as in effect in the State of New York (or, where applicable, in any other relevant jurisdiction) on December 16, 2019 (as such Uniform Commercial Code is amended from time to time).

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**RECORDED: 12/17/2019**

**TRADEMARK  
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