

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555016

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900527505		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A24 Films LLC		12/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eldridge Corporate Funding, LLC		
Street Address:	600 Steamboat Road, Floor 2		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5443650	A24	
Registration Number:	4952902	A24	
Registration Number:	5443651	A24	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2149692741		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	694402.0009		
NAME OF SUBMITTER:	Brenda love		
SIGNATURE:	/Brenda Love/		
DATE SIGNED:	12/27/2019		
Total Attachments: 6			
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THE PAYMENT OF AND SECURITY FOR THE PRINCIPAL AMOUNT OF THE INDEBTEDNESS EVIDENCED BY THE SECURED NOTE (AS DEFINED IN THE SECURITY AGREEMENT REFERENCED BELOW), THE INTEREST THEREON AND ALL OTHER AMOUNTS PAYABLE HEREUNDER IS SUBORDINATED TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, AND IS OTHERWISE SUBJECT TO THE TERMS OF, THE AMENDED AND RESTATED INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF DECEMBER 12, 2019, BY AND AMONG COMERICA BANK, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND ELDRIDGE CORPORATE FUNDING LLC, AS SUBORDINATE LIEN AGENT, AND ACKNOWLEDGED BY A24 FILMS LLC AND CERTAIN OF ITS SUBSIDIARIES.

TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1

WHEREAS, reference is made to that certain Security Agreement, dated as of August 4, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Security Agreement"; capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Security Agreement), among SBC Funding, LLC (the "Secured Party"), A24 Films LLC (the "Company") and each other Pledgor signatory thereto and each Additional Pledgor that becomes party thereto after the date thereof (each, a "Pledgor" and collectively, the "Pledgors"), and Eldridge Corporate Funding, LLC, as administrative agent and collateral agent for the Secured Party (in such capacity, together with its successors in such capacity, the "Administrative Agent");

WHEREAS, pursuant to the terms of the Security Agreement, each of the Pledgors has granted to the Administrative Agent (for the benefit of the Secured Party) a security interest in all right, title and interest of such Grantor in and to all personal property, whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of such Grantor in, to and under any trademarks and trademark licenses, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Secured Obligations;

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement, dated as of August 4, 2017 (as the same may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each of the Pledgors has granted to the Administrative Agent (for the benefit of the Secured Party), as security for the Secured Obligations, a continuing security interest in all right, title and interest of each Pledgor in, to and under all of such Pledgor's trademarks and trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of such Pledgor, 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, all as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement and hold certain additional trademarks and rights under trademark (“Additional Trademarks”);

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 Additional Trademarks and the goodwill associated therewith.

THEREFORE,

A. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule 1 thereof so as to reflect all of the copyrights and rights under copyright with respect to each Item of Product in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of the Secured Party) pursuant to the terms of the Trademark Security Agreement and the Security Agreement.

D. The Items of Product and copyright information set forth on Schedule A hereto are hereby added to Schedule A to the Trademark Security Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms “Agreement”, “this Agreement”, “this Trademark Security Agreement”, “herein”, “hereafter”, “hereto”, “hereof” and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Items of Product set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent’s rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by any Pledgor and heretofore recorded or submitted for recording in the U.S. Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

THIS SUPPLEMENT 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.

Any provision of this Supplement 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.

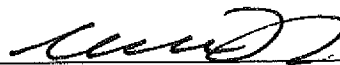
[Signature pages follow]

IN WITNESS WHEREOF, each Pledgor has duly executed this Supplement
No. 1 to the Trademark Security Agreement as of December 12, 2019.

PLEDGORS:

A24 Films LLC

By:



Name: Matthew Bires

Title: Chief Operating Officer

Signature Page to Supplement No. 1 to Trademark Security Agreement

TRADEMARK
REEL: 006823 FRAME: 0101

ACCEPTED:

ELDRIDGE CORPORATE FUNDING LLC,
as Administrative Agent


By: Anthony D. Minella
Name: Anthony D. Minella
Title: President

Signature Page to Supplement No. 1 to Trademark Security Agreement

TRADEMARK
REEL: 006823 FRAME: 0102

Schedule A
to Trademark Security Agreement

TRADEMARKS

Trademark/Service Mark	Country	Reg. No.	Class	Goods/Services	Status	Next Action Due
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
	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