

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAR VISTA ENTERTAINMENT, LLC		12/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	333 S. Hope Street, Suite 1900		
Internal Address:	Attn: Sophia Chen		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4353257	MARVISTA ENTERTAINMENT	
Registration Number:	4353259	MARVISTA ENTERTAINMENT	
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		
ATTORNEY DOCKET NUMBER:	1168223 TM		
NAME OF SUBMITTER:	Sarah Aminian		
SIGNATURE:	/Sarah Aminian/		
DATE SIGNED:	12/23/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

December 20, 2019

WHEREAS, MAR VISTA ENTERTAINMENT, LLC, a Delaware limited liability company (the "Borrower"), and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors," and 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 Credit, Security and Guaranty Agreement dated as of December [20], 2019 (as the same has been or may further 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 Borrower, the Guarantors from time to time party thereto, each Lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer, the Lenders and the L/C Issuer have agreed to make Credit Extensions to the Borrower, which Credit Extensions will be of benefit to the Borrower and its Subsidiaries that may become Guarantors of the Obligations; 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 substantially 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 (if any), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the 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 that 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.

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

(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 (if any) 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 such Pledgor 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.

Notwithstanding the foregoing, the Trademark Collateral does not include any Excluded Collateral.

Each Pledgor agrees that if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an infringement of any Trademark owned or held by such Pledgor, or violates or infringes any right of any Pledgor or any Secured Party in the Trademark Collateral, or if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use of the Trademark Collateral, then and in any such event, the Administrative Agent (a) may, if the applicable Pledgor fails to take any commercially reasonable action necessary to protect the rights of such Pledgor or any Secured Party in the Trademark Collateral within 30 days following its receipt of a written notice from the Administrative Agent, or (b) shall have the right to, upon the occurrence and during the continuance of an Event of Default, and without notice, take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may reasonably 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 reasonably advisable or necessary or proper for the full protection of the rights of the parties in the Trademark Collateral. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give such Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph at such Pledgor's 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 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 Trademark Security Agreement is made for collateral purposes only. At such time as the Termination Date shall have occurred, the security interest granted under this Trademark Security Agreement shall terminate. Upon request by the Pledgors (and at the sole expense of the Pledgors) after such termination, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary 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 that may have been made by the Administrative Agent pursuant to the terms hereof and 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 notice(s) required by Section 10.06 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 Trademark Security Agreement, the Credit Agreement and the other Loan Documents executed by the Pledgors, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Credit Agreement and under the other Loan Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.


This 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.

[Signature Pages Follow]

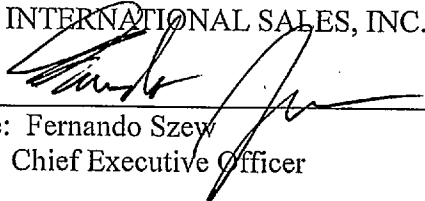
IN WITNESS WHEREOF, the Pledgors have duly executed this Trademark Security Agreement as of the date first written above.

PLEDGORS:

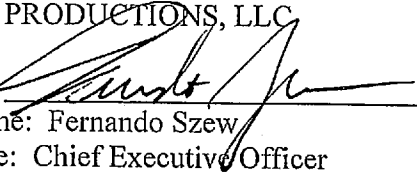
MAR VISTA ENTERTAINMENT, LLC

By: 
Name: Fernando Szew
Title: Chief Executive Officer

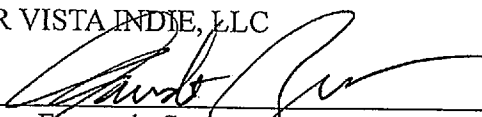
MVE INTERNATIONAL SALES, INC.

By: 
Name: Fernando Szew
Title: Chief Executive Officer


FIL PRODUCTIONS, LLC

By: 
Name: Fernando Szew
Title: Chief Executive Officer

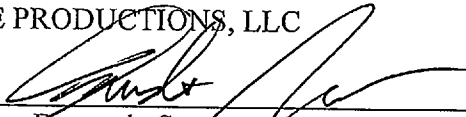
MAR VISTA INDIE, LLC

By: 
Name: Fernando Szew
Title: Chief Executive Officer

OCEAN DEVELOPMENT, LLC

By: 
Name: Fernando Szew
Title: Chief Executive Officer

MVE PRODUCTIONS, LLC

By: 
Name: Fernando Szew
Title: Chief Executive Officer

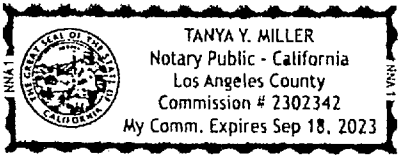
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On December 17, 2019, 2019, before me, Tanya Miller, a notary public in and for the State of California, personally appeared Fernando Szew, 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.

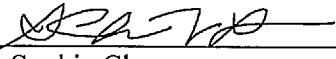
WITNESS my hand and official seal.



Signature *Tanya Miller* (Seal)

ACCEPTED:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Sophia Chen
Title: Senior Vice President

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
U.S.	Mar Vista Entertainment, LLC	4353257	June 18, 2013	MARVISTA ENTERTAINMENT (Stylized/Design)
U.S.	Mar Vista Entertainment, LLC	4353259	June 18, 2013	MARVISTA ENTERTAINMENT