900534665 02/07/2020

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM561186

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KEW MEDIA GROUP INC.		12/31/2019	Corporation: CANADA
KEW MEDIA INTERNATIONAL LIMITED		12/31/2019	Company: UNKNOWN
2161244 ONTARIO LTD.		12/31/2019	Company: UNKNOWN
ALLUMINATION FILMWORKS LLC		12/31/2019	Limited Liability Company: UNKNOWN
BIG BOSS, LLC		12/31/2019	Limited Liability Company: UNKNOWN
COBALT MEDIA CAPITAL LIMITED		12/31/2019	Company: UNKNOWN
CONTENTCO ACQUISITION COMPANY LLC		12/31/2019	Limited Liability Company: UNKNOWN
CONTENTFILM BEEP LIMITED		12/31/2019	Company: UNKNOWN
CONTENTFILM HEARTBREAKERS LIMITED		12/31/2019	Company: UNKNOWN
CONTENTFILM JELLABIES LIMITED		12/31/2019	Company: UNKNOWN
CONTENTFILM MUSIC LIMITED		12/31/2019	Company: UNKNOWN
CONTENTFILM PICTURES LIMITED		12/31/2019	Company: UNKNOWN
CONTENTFILM PRODUCTIONS LIMITED		12/31/2019	Company: UNKNOWN
CONTENTFILM RAINBOW LIMITED		12/31/2019	Company: UNKNOWN
CONTENTFILM THE SEA CHANGE LIMITED		12/31/2019	Company: UNKNOWN
CONTENTFILM UK DISTRIBUTION LIMITED		12/31/2019	Company: UNKNOWN
CONTENTFILM WHEELS LIMITED		12/31/2019	Company: UNKNOWN
CONTENT INTERNATIONAL FILM AND TELEVISION LIMITED		12/31/2019	Company: UNKNOWN
KEW MEDIA GROUP US, INC.		12/31/2019	Corporation: DELAWARE

TRADEMARK

Name	Formerly	Execution Date	Entity Type
KEW MEDIA GROUP UK LIMITED		12/31/2019	Company: UNKNOWN
KEW MEDIA GROUP UK HOLDINGS LIMITED		12/31/2019	Company: UNKNOWN
CORPUS LLC		12/31/2019	Limited Liability Company: UNKNOWN
FIREWORKS ACQUISITION LIMITED		12/31/2019	Company: UNKNOWN
O.K. CORRALES, LLC		12/31/2019	Limited Liability Company: UNKNOWN
THE FEATURE FILM COMPANY LIMITED		12/31/2019	Company: UNKNOWN
THE GUYS FILM COMPANY, INC.		12/31/2019	Corporation: UNKNOWN
TOOL TIME LLC		12/31/2019	Limited Liability Company: UNKNOWN
WINCHESTER FILMS, INC.		12/31/2019	Corporation: UNKNOWN
AFAMAL INC.		12/31/2019	Corporation: UNKNOWN
ARCHITECT FILMS INC.		12/31/2019	Corporation: UNKNOWN
BGM INC.		12/31/2019	Corporation: UNKNOWN
FRANTIC FILMS CORPORATION		12/31/2019	Corporation: UNKNOWN
FRANTIC FILMS LIVE ACTION PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
FRANTIC FILMS RELEASING INC.		12/31/2019	Corporation: UNKNOWN
FRANTIC FILMS PRODUCTIONS LIBRARY INC.		12/31/2019	Corporation: UNKNOWN
FRANTIC FILMS ONTARIO INC.		12/31/2019	Corporation: UNKNOWN
FRANTIC FILMS LIVE ACTION DEVELOPMENT INC.		12/31/2019	Corporation: UNKNOWN
FRANTIC MANITOBA PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
MEDIA HEADQUARTERS FILM & TELEVISION INC.		12/31/2019	Corporation: UNKNOWN
MHQ PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
OUR HOUSE MEDIA INC.		12/31/2019	Corporation: UNKNOWN
OUR HOUSE MEDIA RIGHTS LIMITED		12/31/2019	Company: UNKNOWN
SIENNA FILMS INC.		12/31/2019	Corporation: UNKNOWN
SIENNA FILMS DISTRIBUTION INC.		12/31/2019 Corporation: UNKNOWN	
		·	TRADEMARK

Name	Formerly	<b>Execution Date</b>	Entity Type
SIENNA FILMS RIGHTS INC.		12/31/2019	Corporation: UNKNOWN
TCB MEDIA RIGHTS LTD		12/31/2019	Company: UNKNOWN
KEW MEDIA GROUP PTY LIMITED		12/31/2019	Company: UNKNOWN
HQG ACQUISITION PTY LTD		12/31/2019	Company: UNKNOWN
ASPIRE FILMS PTY. LIMITED		12/31/2019	Company: UNKNOWN
TIMESHIFTERS PRODUCTION PTY LTD		12/31/2019	Company: UNKNOWN
BRIDGE ROAD POST PTY LTD		12/31/2019	Company: UNKNOWN
PLAN X POST PRODUCTIONS PTY LIMITED		12/31/2019	Company: UNKNOWN
PLAN Y POST PRODUCTIONS PTY LIMITED		12/31/2019	Company: UNKNOWN
2 DOGS POST PTY LTD		12/31/2019	Company: UNKNOWN
EME PRODUCTIONS NO. 1 PTY LIMITED		12/31/2019	Company: UNKNOWN
EME PRODUCTIONS NO. 5 PTY LIMITED		12/31/2019	Company: UNKNOWN
EME PRODUCTIONS NO 6 HOLDINGS PTY LIMITED		12/31/2019	Company: UNKNOWN
EME PRODUCTIONS NO 6 PTY LTD		12/31/2019	Company: UNKNOWN
ESSENTIAL MEDIA HOLDINGS PTY LTD		12/31/2019	Company: UNKNOWN
TIMESHIFTERS HOLDINGS PTY LTD		12/31/2019	Company: UNKNOWN
BACKFLIP PRODUCTIONS, INC.		12/31/2019	Corporation: UNKNOWN
ESSENTIAL 11 TELEVISION, LLC		12/31/2019	Limited Liability Company: UNKNOWN
ESSENTIAL QUAIL TELEVISION, LLC		12/31/2019	Limited Liability Company: UNKNOWN
FLIPNMOVE PRODUCTIONS		12/31/2019	Company: UNKNOWN
ESSENTIAL FILM & TV PTY LTD		12/31/2019	Company: UNKNOWN
AFSEVENTEEN PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
AFSEVENTEEN-2 PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
AFSIXTEEN PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
AFSIXTEEN-2		12/31/2019	Corporation: UNKNOWN

Name	Formerly	Execution Date	Entity Type
PRODUCTIONS INC.			
AFNINETEEN PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
BODY HACK SERIES 3 PTY LIMITED		12/31/2019	Company: UNKNOWN
ROAD TO RICHES PTY LIMITED		12/31/2019	Company: UNKNOWN
GOURMET FARMER 5 PTY LIMITED		12/31/2019	Company: UNKNOWN
2523899 ONTARIO INC.		12/31/2019	Corporation: UNKNOWN
2565936 ONTARIO LIMITED		12/31/2019	Company: UNKNOWN
2584492 ONTARIO INC.		12/31/2019	Corporation: UNKNOWN
2646201 ONTARIO INC.		12/31/2019	Corporation: UNKNOWN
ABA PRODUCTIONS 2017 ONTARIO INC.		12/31/2019	Corporation: UNKNOWN
AFDEV INC.		12/31/2019	Corporation: UNKNOWN
ASD PRODUCTIONS 1 INC.		12/31/2019	Corporation: UNKNOWN
BAF (OHM) PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
BGM AMALCO INC.		12/31/2019	Corporation: UNKNOWN
BGM LIVE INC.		12/31/2019	Corporation: UNKNOWN
BGM PRODUCES 1 INC.		12/31/2019	Corporation: UNKNOWN
BORN IN A BARN (OHM) PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
BTV2 (OHM) PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
DAYPARTS PRODUCTIONS 6 INC.		12/31/2019	Corporation: UNKNOWN
DAYPARTS PRODUCTIONS 7 INC.		12/31/2019	Corporation: UNKNOWN
ESSENTIAL STARS PTY LTD		12/31/2019	Company: UNKNOWN
FORT WORTH RENTALS, LLC		12/31/2019	Limited Liability Company: UNKNOWN
FRANTIC FILMS PRODUCTIONS LIBRARY (ONTARIO) INC.		12/31/2019	Corporation: UNKNOWN
FRANTIC INVESTIGATIONS 1 INC.		12/31/2019	Corporation: UNKNOWN
FRANTIC INVESTIGATIONS 2 INC.		12/31/2019	Corporation: UNKNOWN
GHOST LOOP MEDIA, INC.		12/31/2019	Corporation: UNKNOWN
HAUNTED HOSPITALS PRODUCTION 1 INC.		12/31/2019	Corporation: UNKNOWN
IT'S MY PARTY		12/31/2019	Corporation: UNKNOWN TRADEMARK

Name	Formerly	Execution Date	Entity Type
PRODUCTIONS 1 INC.			
KA (OHM) PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
KEW MEDIA DEVELOPMENT LIMITED		12/31/2019	Company: UNKNOWN
KEW MEDIA INTERNATIONAL (CANADA) INC.		12/31/2019	Corporation: UNKNOWN
LIVING UNIVERSE HOLDINGS PTY LTD		12/31/2019	Company: UNKNOWN
MHQ DOC PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
MURDEROUS MISTAKES PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
PB1 SERVICES, LLC		12/31/2019	Limited Liability Company: UNKNOWN
PLAIN SIGHT PILOT 1 PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
POST PRODUCTION FACILITIES LIMITED		12/31/2019	Company: UNKNOWN
SIENNA FILMS DEVELOPMENT II INC.		12/31/2019	Corporation: UNKNOWN
STORY OF US PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
THE BEACH SHOW, INC.		12/31/2019	Corporation: UNKNOWN
TYTBAG (OHM) PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN
WTA (OHM) PRODUCTIONS INC.		12/31/2019	Corporation: UNKNOWN

### **RECEIVING PARTY DATA**

Name:	Truist Bank, as successor by merger to SunTrust Bank, as Administrative Agent
Street Address:	245 Peachtree Center Avenue, NE, 17th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Bank: UNITED STATES

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87043837	KEW MEDIA GROUP

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 2123186532

**Email:** alanagramer@paulhastings.com

Correspondent Name: ALANA GRAMER

Address Line 1: C/O PAUL HASTINGS LLP

Address Line 2: 200 Park Avenue

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	02/07/2020

### **Total Attachments: 15**

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### TRADEMARK SECURITY AGREEMENT (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

December 31, 2019

WHEREAS, Kew Media International Limited ("KMIL"), Kew Media Group Inc. ("Parent" and, together with KMIL the "Borrowers" and each individually a "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors", and together with the Borrowers, 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 Amended and Restated Revolving Credit and Term Loan Agreement dated as of July 23, 2018 "), as amended to date, including without limitation by a first amendment agreement dated as of June 28, 2019, a second amendment agreement dated as of November 12, 2019, and a third amendment agreement dated as of December 31, 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 Borrowers, the lenders referred to therein (the "Lenders") and Truist Bank, as successor by merger to SunTrust Bank, as administrative agent (in such capacity, the "Administrative Agent"), the Lenders have agreed to make Loans to or for the benefit of the Borrowers and extend certain other financial accommodations to the Borrowers; 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 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) or types of property being collectively referred to herein as the "<u>Trademark Collateral</u>"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in 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 <u>Schedule A</u> annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in <u>Schedule B</u> 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 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.

Each Pledgor agrees to cause the Borrowers, and Borrowers hereby agree, to ensure that all registrations for material Trademarks which remain in use by the relevant Pledgor are kept in force for the duration of this Agreement, and to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Pledgor, 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 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 Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

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 may 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 advisable or necessary or proper for the full protection of the rights of the parties in the Trademark Collateral if either (a) the applicable Pledgor fails to take any 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) there exists an ongoing Event of Default (in which event the Administrative Agent may take such steps and institute such suits or proceedings without notice). The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of any 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 assist 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 subject to, and more fully 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 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' 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 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 notice(s) required by Section 10.1 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 the Credit Agreement and the other Loan 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 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]

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

### PLEDGORS:

KEW MEDIA GROUP INC. KEW MEDIA INTERNATIONAL LIMITED 2161244 ONTARIO LTD. ALLUMINATION FILMWORKS LLC **BIG BOSS, LLC** COBALT MEDIA CAPITAL LIMITED CONTENTCO ACQUISITION COMPANY LLC **CONTENTFILM BEEP LIMITED** CONTENTFILM HEARTBREAKERS LIMITED CONTENTFILM JELLABIES LIMITED CONTENTFILM MUSIC LIMITED CONTENTFILM PICTURES LIMITED CONTENTFILM PRODUCTIONS LIMITED **CONTENTFILM RAINBOW LIMITED** CONTENTFILM THE SEA CHANGE LIMITED CONTENTFILM UK DISTRIBUTION LIMITED CONTENTFILM WHEELS LIMITED CONTENT INTERNATIONAL FILM AND TELEVISION LIMITED KEW MEDIA GROUP US, INC. KEW MEDIA GROUP UK LIMITED KEW MEDIA GROUP UK HOLDINGS LIMITED **CORPUS LLC** FIREWORKS ACQUISITION LIMITED KEW MEDIA GROUP INC. O.K. CORRALES, LLC THE FEATURE FILM COMPANY LIMITED THE GUYS FILM COMPANY, INC. TOOL TIME LLC WINCHESTER FILMS, INC.

Name: Erick Kwak

AFAMAL INC.

ARCHITECT FILMS INC.

**BGM INC.** 

FRANTIC FILMS CORPORATION

FRANTIC FILMS LIVE ACTION PRODUCTIONS INC.

FRANTIC FILMS RELEASING INC.

FRANTIC FILMS PRODUCTIONS LIBRARY INC.

FRANTIC FILMS ONTARIO INC.

FRANTIC FILMS LIVE ACTION DEVELOPMENT INC.

FRANTIC MANITOBA PRODUCTIONS INC.

MEDIA HEADQUARTERS FILM & TELEVISION INC.

MHQ PRODUCTIONS INC.

OUR HOUSE MEDIA INC.

**OUR HOUSE MEDIA RIGHTS LIMITED** 

SIENNA FILMS INC.

SIENNA FILMS DISTRIBUTION INC.

SIENNA FILMS RIGHTS INC.

TCB MEDIA RIGHTS LTD

By: Name: Erick Kwak

KEW MEDIA GROUP PTY LIMITED HQG ACQUISITION PTY LTD ASPIRE FILMS PTY. LIMITED TIMESHIFTERS PRODUCTION PTY LTD BRIDGE ROAD POST PTY LTD PLAN X POST PRODUCTIONS PTY LIMITED PLAN Y POST PRODUCTIONS PTY LIMITED 2 DOGS POST PTY LTD EME PRODUCTIONS NO. 1 PTY LIMITED EME PRODUCTIONS NO. 5 PTY LIMITED EME PRODUCTIONS NO 6 HOLDINGS PTY LIMITED EME PRODUCTIONS NO 6 PTY LTD ESSENTIAL MEDIA HOLDINGS PTY LTD TIMESHIFTERS HOLDINGS PTY LTD BACKFLIP PRODUCTIONS, INC. ESSENTIAL 11 TELEVISION, LLC ESSENTIAL QUAIL TELEVISION, LLC FLIPNMOVE PRODUCTIONS ESSENTIAL FILM & TV PTY LTD

Name: Erick Kwak

AFSEVENTEEN PRODUCTIONS INC. AFSEVENTEEN-2 PRODUCTIONS INC. AFSIXTEEN PRODUCTIONS INC. AFSIXTEEN-2 PRODUCTIONS INC. AFNINETEEN PRODUCTIONS INC.

Name: Erick Kwak

# BODY HACK SERIES 3 PTY LIMITED ROAD TO RICHES PTY LIMITED

Name: Erick Kwak

# GOURMET FARMER 5 PTY LIMITED

By: Name: Erick Kwak

2523899 ONTARIO INC.

2565936 ONTARIO LIMITED

2584492 ONTARIO INC.

2646201 ONTARIO INC.

ABA PRODUCTIONS 2017 ONTARIO INC.

AFDEV INC.

ASD PRODUCTIONS 1 INC.

BAF (OHM) PRODUCTIONS INC.

**BGM AMALCO INC.** 

BGM LIVE INC.

**BGM PRODUCES 1 INC.** 

BORN IN A BARN (OHM) PRODUCTIONS INC

BTV2 (OHM) PRODUCTIONS INC.

DAYPARTS PRODUCTIONS 6 INC.

DAYPARTS PRODUCTIONS 7 INC.

ESSENTIAL STARS PTY LTD

FORT WORTH RENTALS, LLC

FRANTIC FILMS PRODUCTIONS LIBRARY (ONTARIO) INC.

FRANTIC INVESTIGATIONS 1 INC.

FRANTIC INVESTIGATIONS 2 INC.

GHOST LOOP MEDIA, INC.

HAUNTED HOSPITALS PRODUCTION 1 INC.

IT'S MY PARTY PRODUCTIONS 1 INC.

KA (OHM) PRODUCTIONS INC.

KEW MEDIA DEVELOPMENT LIMITED

KEW MEDIA INTERNATIONAL (CANADA) INC

LIVING UNIVERSE HOLDINGS PTY LTD

MHQ DOC PRODUCTIONS INC.

MURDEROUS MISTAKES PRODUCTIONS INC.

PB1 SERVICES, LLC

PLAIN SIGHT PILOT 1 PRODUCTIONS INC.

POST PRODUCTION FACILITIES LIMITED

SIENNA FILMS DEVELOPMENT II INC.

STORY OF US PRODUCTIONS INC.

THE BEACH SHOW, INC.

TYTBAG (OHM) PRODUCTIONS INC.

WTA (OHM) PRODUCTIONS INC.

By: Name: Erick Kwak

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

## ACCEPTED:

TRUIST BANK,

as successor by merger to SunTrust Bank,

as Administrative/Agent

By:

Name:

Title:

[Signature Page to Trademark Security Agreement]

# **TRADEMARKS**

Trademark	Registrant	Jurisdiction	Registration or Application Number	Date of Registration or Application	Licenses and Other Authorized Uses
Kew Media Group	Kew Media Group Inc.	Australia	1 878 609	October 9, 2017	None
Kew Media Group	Kew Media Group Inc.	China	28168330	May 7, 2019	None
Kew Media Group	Kew Media Group Inc.	European Union	17167677	February 19, 2018	None
Kew Media Group	Kew Media Group Inc.	Hong Kong	304296088	October 9, 2017	None
Kew Media Group	Kew Media Group Inc.	India	3681387	November 18, 2017	None
Kew Media Group	Kew Media Group Inc.	Japan	6120320	February 8, 2019	None
Kew Media Group	Kew Media Group Inc.	South Korea	401482129	May 24, 2019	None
Kew Media Group	Kew Media Group Inc.	New Zealand	1077961	October 9, 2017	None
Kew Media Group	Kew Media Group Inc.	Norway	297862	April 27, 2018	None
Kew Media Group	Kew Media Group Inc.	Switzerland	63017/2017	October 13, 2017	None

Kew Media Group	Kew Media Group Inc.	United Kingdom	3254030	September 1, 2017	None
Kew Media Group	Kew Media Group Inc.	United States	87/043837	May 19, 2016	None

## TRADEMARK LICENSES

None, except for trademark licenses in the ordinary course, in connection with the Items of Product listed in Schedules 4.24(a) of the Credit Agreement.

**RECORDED: 02/07/2020**