

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565806

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Technicolor USA, Inc.		03/05/2020	Corporation: DELAWARE
Technicolor Creative Services USA, Inc.		03/05/2020	Corporation: DELAWARE
Technicolor Connected Home USA, LLC		03/05/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	73281937	SCIENTIFIC ATLANTA
Serial Number:	74692181	POWERKEY
Serial Number:	78127839	POWERTV
Serial Number:	78127847	POWERTV
Serial Number:	78140967	
Serial Number:	78140966	SCIENTIFIC ATLANTA
Serial Number:	77440701	EXPLORER
Serial Number:	87128092	THE DEEP
Serial Number:	85608076	PROSCAN
Serial Number:	73562585	PROSCAN
Serial Number:	75643168	SO ADVANCED. YET SO SIMPLE.
Serial Number:	78869182	PROSCAN
Serial Number:	75642442	CHANGING ENTERTAINMENT. AGAIN.
Serial Number:	88001511	THE DEEP
Serial Number:	88028729	THE FOCUS
Serial Number:	88220422	PROSCAN

CH \$440.00 73281937

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86898628	TRACE

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: 200 PARK AVENUE
Address Line 2: c/o Paul Hastings LLP
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	03/06/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK Security Agreement (the “Confirmatory Grant”) dated March 5, 2020, is by and among Technicolor USA, Inc., a Delaware corporation, Technicolor Creative Services USA, Inc., a Delaware corporation, and Technicolor Connected Home USA, LLC, a Delaware limited liability company (each a “Grantor” and, together, the “Grantors”), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that Amended and Restated Credit Agreement dated as of November 6, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among TECHNICALOR USA, INC. (formerly known as Thomson Inc.), a Delaware corporation (“Technicolor USA”), TECHNICALOR TREASURY USA LLC and the Subsidiaries of Technicolor USA identified on the signature pages thereof or subsequently joined thereto as a “Borrower” (such Subsidiaries, together with Technicolor USA and Technicolor Treasury USA LLC, are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement, dated as of March 5, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed thereunder to execute this Confirmatory Grant for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Grant of Security. To secure the prompt and complete payment and performance of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all Intellectual Property, including the following (the “Collateral”):

- (a) all trademarks, service marks, trade names, brand names, corporate names, company names, business names, fictitious business names, logos, trade dress, trade styles, and other source indicators, and all applications, registrations, recordations, issuances, renewals, or similar legal protections related to the foregoing therefor and all licenses thereof, and, in each case, all rights corresponding to any of the foregoing

throughout the world, and (b) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof throughout the world (“Trademarks”) including, without limitation, all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office set forth in Schedule I hereto (as may be supplemented from time to time);and

provided that notwithstanding anything to the contrary contained in the foregoing clause the security interest created hereby shall not extend to, and the term “Collateral” shall not include, “intent-to-use” or similar trademark applications filed in the United States Patent and Trademark Office, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantors under this Confirmatory Grant secures the payment of all Secured Obligations of Grantors now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

SECTION 4. Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by facsimile or other electronic imaging (including in .pdf or format) means shall be effective as delivery of a manually executed counterpart of this Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Confirmatory Grant has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Confirmatory Grant and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. Section 23 of the Security Agreement shall apply to this Confirmatory Grant, *mutatis mutandis*, as if it had been fully set forth herein, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank;

Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TECHNICOLOR USA, INC. (formerly known as Thomson Inc.), a Delaware corporation


By: Kate Wonders

Name: Kate Wonders

Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TECHNICOLOR CONNECTED HOME USA
LLC, a Delaware limited liability company

By: 
Title: General Counsel and Corporate Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006884 FRAME: 0962

TECHNICOLOR CREATIVE SERVICES USA,
INC., a Delaware corporation

By:
Title:



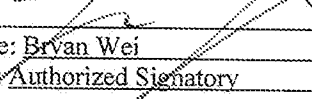
SECRETARY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Bryan Wei
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 006884 FRAME: 0964

Schedule I
to
Confirmatory Grant

Trademarks and Trademark Applications

Trademark	Reg. #	Appl. #	Owner (USPTO)
SCIENTIFIC ATLANTA	1,218,938	73281937	TECHNICOLOR CONNECTED HOME USA LLC
POWERKEY	2,211,370	74692181	TECHNICOLOR CONNECTED HOME USA LLC
POWERTV	2,753,000	78127839	TECHNICOLOR CONNECTED HOME USA LLC
POWERTV	2,753,001	78127847	TECHNICOLOR CONNECTED HOME USA LLC
[Design Only]	2,800,261	78140967	TECHNICOLOR CONNECTED HOME USA LLC
SCIENTIFIC ATLANTA	2,802,263	78140966	TECHNICOLOR CONNECTED HOME USA LLC
EXPLORER	3,527,413	77440701	TECHNICOLOR CONNECTED HOME USA LLC
THE DEEP	5,758,037	87128092	Technicolor Creative Services USA, Inc.
PROSCAN	5,181,808	85608076	Technicolor USA Inc
PROSCAN	1,393,109	73562585	TECHNICOLOR USA, INC.
SO ADVANCED. YET SO SIMPLE.	2,374,649	75643168	TECHNICOLOR USA, INC.
PROSCAN	3,451,178	78869182	Technicolor USA, Inc.
CHANGING ENTERTAINMENT. AGAIN.	2,376,981	75642442	TECHNICOLOR USA, INC.
THE DEEP	N/A	88001511	Technicolor Creative Services USA, Inc.
THE FOCUS	N/A	88028729	Technicolor Creative Services USA, Inc.
PROSCAN	N/A	88220422	Technicolor USA, Inc.
TRACE	5,040,883	86898628	Trace Visual Effects LLC

Domain Names

Domain Names	
proscan.app	Technicolor USA, Inc.
proscan.asia	Technicolor USA, Inc.
thefocus.com	Technicolor Creative Services Inc.
exploringthedeep.com	Technicolor Creative Services Inc.
thedeepanimated.co.uk	Technicolor Creative Services Inc.
thedeepanimated.com	Technicolor Creative Services Inc.
thedeepanimatedseries.co.uk	Technicolor Creative Services Inc.
thedeepanimatedseries.com	Technicolor Creative Services Inc.
powertv.com	Technicolor Connected Home USA LLC
saeurope.info	Technicolor Connected Home USA LLC
saeurope.net	Technicolor Connected Home USA LLC

saeurope.org	Technicolor Connected Home USA LLC
sciatl.com	Technicolor Connected Home USA LLC
scientificatlanta.com	Technicolor Connected Home USA LLC
scientific-atlanta.com	Technicolor Connected Home USA LLC
scientificatlanta.tel	Technicolor Connected Home USA LLC
tracevisualeffects.in	Trace Visual Effects LLC
tracevfx.in	Trace Visual Effects LLC
tracefx.in	Trace Visual Effects LLC
trace-fx.in	Trace Visual Effects LLC