

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Narcos Productions, LLC		05/26/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank		
Street Address:	1901 Avenue of the Stars, Suite 100		
Internal Address:	Attn: Michael Santioni		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5950730	NARCOS	
Serial Number:	87762410	NARCOS	
Serial Number:	87762452	NARCOS	
Serial Number:	87762479	NARCOS	
Serial Number:	87762586	NARCOS	
Serial Number:	87762636	NARCOS	
Serial Number:	87762787	NARCOS	
Serial Number:	87762809	NARCOS	
Serial Number:	87762850	NARCOS	
Serial Number:	87762873	NARCOS	
Serial Number:	87762890	NARCOS	
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		

OP \$290.00 5950730

Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1226174 TM

NAME OF SUBMITTER: Victoria Gallagher

SIGNATURE: /Victoria Gallagher/

DATE SIGNED: 05/27/2020

Total Attachments: 12

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

Dated as of May 26, 2020

WHEREAS, Narcos Productions, LLC (“Grantor”), 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 Grantor;

WHEREAS, pursuant to that certain Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of May 26, 2020 (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 Gaumont USA Inc., as Lead Borrower, Grantor, the other Borrowers referred to therein and the Guarantors referred to therein, the Lenders referred to therein, and MUFG Union Bank, N.A., as Administrative Agent and as Issuing Bank, the Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue, and the Lenders have agreed to participate in, Letters of Credit for the accounts of the Borrowers;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all of 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 Grantor, 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 its obligations under and in connection with its guaranty of the Obligations;

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Trademark Security Agreement dated as of October 26, 2018 (as the same has been amended, supplemented or otherwise modified, renewed, restated or replaced from time to time prior to the date hereof, the “Original Trademark Security Agreement”) and are executing this Amended and

Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original Trademark Security Agreement; and

WHEREAS, the Administrative Agent and Grantor 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 is hereby acknowledged, Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for its obligations under and in connection with its guaranty of the Obligations, a continuing security interest in and to all of Grantor's 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 Grantor:

(a) 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;

(b) 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

(c) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Grantor 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.

Grantor agrees 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 Grantor, the Administrative Agent, or the Lenders, 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 Grantor (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 Grantor or in the names of the parties jointly. The Administrative Agent hereby agrees to give Grantor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and Grantor 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 Grantor'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. Grantor 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 in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to Grantor, at Grantor's request and sole expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or advisable 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 clause (i) of Article 7 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 to which it is a party, Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA 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 mail 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 email 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 Grantor. 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 Grantor (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.

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

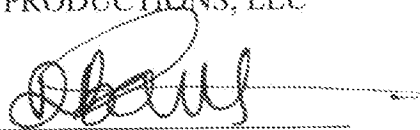
The parties hereto hereby acknowledge and agree that (a) this Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement that is being entered into in connection with a second amendment and restatement of the Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Amended and Restated Trademark Security Agreement and (c) the Original Trademark Security Agreement and all security interests previously created and/or performed by or under the Original Trademark Security Agreement (including any supplements thereto) are in all respects continuing, including with respect to the timing of filing, notwithstanding the second amendment and restatement of the Credit Agreement or the Original Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has 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.

NARCOS PRODUCTIONS, LLC

By: _____



Name: Antonin Dubois

Title: Authorized Signatory

Accepted:

MUFG UNION BANK, N.A.,
as Administrative Agent

By: MSA
Name: Michael Santioni
Title: Vice President




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>
Italy	Narcos Productions, LLC	2016000101 139	<u>N/A</u>	Pending	N.A.R.C.O.S. & Design 
Australia -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,938,876	3/9/2018	NARCOS
Colombia -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	3/9/2018	NARCOS
European Union -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	3/9/2018	NARCOS
France	Narcos Productions, LLC	4,389,900	N/A	Pending	NARCOS
Germany	Narcos Productions, LLC	3020170035 470	DE302017003547	7/10/2017	NARCOS
Germany	Narcos Productions, LLC	3020180268 265	302018026826	9/16/2019	NARCOS
India -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	1/29/2019	NARCOS
Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	3/9/2018	NARCOS
Israel -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	3/9/2018	NARCOS
Japan -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	Pending	NARCOS
Korea -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	3/9/2018	NARCOS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Mexico -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	Pending	NARCOS
New Zealand -- Int'l Reg. '337	Narcos Productions, LLC	IR 1,411,337 / NZ 1,097,045	1,411,337	10/30/2018	NARCOS
Norway -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	3/9/2018	NARCOS
Philippines -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	Pending	NARCOS
Russian Federation - Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	1/22/2019	NARCOS
Singapore - Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	3/9/2018	NARCOS
Switzerland -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	Pending	NARCOS
Turkey -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	Pending	NARCOS
United Kingdom -- Int'l Reg. '337	Narcos Productions, LLC	1,411,337	1,411,337	1/18/2019	NARCOS
United States	Narcos Productions, LLC	N/A	87/762,410	1/19/2018	NARCOS
United States	Narcos Productions, LLC	N/A	87/762,452	1/19/2018	NARCOS
United States	Narcos Productions, LLC	N/A	87/762,479	1/19/2018	NARCOS
United States	Narcos Productions, LLC	N/A	87/762,586	1/19/2018	NARCOS
United States	Narcos Productions, LLC	N/A	87/762,636	1/19/2018	NARCOS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
United States	Narcos Productions, LLC	N/A	87/762,787	1/19/2018	NARCOS
United States	Narcos Productions, LLC	N/A	87/762,809	1/19/2018	NARCOS
United States	Narcos Productions, LLC	N/A	87/762,850	1/19/2018	NARCOS
United States	Narcos Productions, LLC	N/A	87/762,873	1/19/2018	NARCOS
United States	Narcos Productions, LLC	N/A	87/762,890	1/19/2018	NARCOS
United States	Narcos Productions, LLC	87/762,934	5,950,730	12/31/2019	NARCOS
Albania – Int’l Reg. ‘593	Narcos Productions, LLC	1,365,593	N/A	Pending	NARCOS (Stylized) 
European Union	Narcos Productions, LLC	016318388	016318388	5/29/2017	NARCOS (Stylized) 
Int’l Reg. ‘593	Narcos Productions, LLC	1,365,593	1,365,593	5/19/2017	NARCOS (Stylized) 
Italy	Narcos Productions, LLC	2017000012 689	N/A	Pending	NARCOS (Stylized) 
Italy	Narcos Productions, LLC	2016000093 276	N/A	Pending	NARCOS (Stylized) 

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Montenegro o – Int’l Reg. ‘593	Narcos Productions, LLC	1,365,593	N/A	Pending	NARCOS (Stylized) 
Russian Federation – Int’l Reg. ‘593	Narcos Productions, LLC	1,365,593	1,365,593	5/10/2018	NARCOS (Stylized) 
Switzerland – Int’l Reg. ‘593	Narcos Productions, LLC	1,365,593	1,365,593	9/6/2018	NARCOS (Stylized) 
Italy	Narcos Productions, LLC	2017000036 598	N/A	Pending	NARCOS N COUTURE & Design
Australia -- Intl’l Reg. ‘630	Narcos Productions, LLC	1,414,630	1,414,630	July 15, 2019	CARTEL WARS
Colombia -- Intl’l Reg. ‘630	Narcos Productions, LLC	1,414,630	N/A	Pending	CARTEL WARS
European Union	Narcos Productions, LLC	17,231,978	17,231,978	January 30, 2018	CARTEL WARS
India -- Intl’l Reg. ‘630	Narcos Productions, LLC	1,414,630	N/A	Pending	CARTEL WARS
Intl’l Reg. ‘630	Narcos Productions, LLC	1,414,630	1,414,630	July 26, 2018	CARTEL WARS
Israel -- Intl’l Reg. ‘630	Narcos Productions, LLC	1,414,630	1,414,630	September 3, 2019	CARTEL WARS
Japan -- Intl’l Reg. ‘630	Narcos Productions, LLC	1,414,630	N/A	Pending	CARTEL WARS
Mexico -- Intl’l Reg. ‘630	Narcos Productions, LLC	1,414,630	N/A	Pending	CARTEL WARS
New Zealand -- Intl’l Reg. ‘630	Narcos Productions, LLC	1,414,630	1,098,709	December 3, 2019	CARTEL WARS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Philippines -- Intl'l Reg. '630	Narcos Productions, LLC	1,414,630	N/A	Pending	CARTEL WARS
Russia -- Intl'l Reg. '630	Narcos Productions, LLC	1,414,630	1,414,630	February 15, 2019	CARTEL WARS
Singapore - Intl'l Reg. '630	Narcos Productions, LLC	1,414,630	1,414,630	August 1, 2019	CARTEL WARS
Switzerland -- Intl'l Reg. '630	Narcos Productions, LLC	1,414,630	N/A	Pending	CARTEL WARS
United Kingdom -- Intl'l Reg. '630	Narcos Productions, LLC	1,414,630	N/A	Pending	CARTEL WARS
United States -- Intl'l Reg. '630	Narcos Productions, LLC	79/237,338	N/A	Pending	CARTEL WARS
Italy	Narcos Productions, LLC	2017-9331	2017-9331	February 16, 2018	PLATA & Design 
Italy	Narcos Productions, LLC	2017-9335	N/A	Pending	PLOMO & Design 

TRADEMARK LICENSES

None.