

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAMBINO FILMS, LLC		07/09/2020	Limited Liability Company:
BLUE CAT PRODUCTIONS, LLC		07/09/2020	Limited Liability Company:
CAVALCADE PRODUCTIONS, LLC		07/09/2020	Limited Liability Company:
CP GUARANTOR, LLC		07/09/2020	Limited Liability Company:
CP LENDER, LLC		07/09/2020	Limited Liability Company:
KNIGHT TAKES KING PRODUCTIONS, LLC		07/09/2020	Limited Liability Company:
MRC I HEDGE CO, LLC		07/09/2020	Limited Liability Company:
MRC I PROJECT CO, LLC		07/09/2020	Limited Liability Company:
MRC II DISTRIBUTION COMPANY L.P.		07/09/2020	Limited Partnership:
MRC II HOLDINGS L.P.		07/09/2020	Limited Partnership:
MRC INTERNATIONAL DISTRIBUTION COMPANY, LLC		07/09/2020	Limited Liability Company:
OAKTREE ENTERTAINMENT, LLC		07/09/2020	Limited Liability Company:
RAGING BEAR, LLC		07/09/2020	Limited Liability Company:
WBC, LLC		07/09/2020	Limited Liability Company:
BIG WEEK PRODUCTIONS, LLC		07/09/2020	Limited Liability Company:
FANG SHUI, LLC		07/09/2020	Limited Liability Company:
GOLDEN DRAGONS, LLC		07/09/2020	Limited Liability Company:
HUNGRY CITY, LLC		07/09/2020	Limited Liability Company:
MRC360, LLC		07/09/2020	Limited Liability Company:
RIPPLE EFFECTS PRODUCTIONS, LLC		07/09/2020	Limited Liability Company:
YEKATERINA, LLC		07/09/2020	Limited Liability Company:
BIG WEEK UK LIMITED		07/09/2020	Limited Corporation:
BIG WEEK CDN PRODUCTIONS INC.		07/09/2020	Corporation:
YEKATERINA UK LIMITED		07/09/2020	Limited Corporation:
BAMBINO FILMS UK LIMITED		07/09/2020	Limited Corporation:
TRADEMARK			

CH \$65.00 5498343

Name	Formerly	Execution Date	Entity Type
HALFNELSON FILMS UK LIMITED		07/09/2020	Limited Corporation:
HUNGRY CITY LIMITED		07/09/2020	Limited Corporation:
BENEDICT WHITE, LLC		07/09/2020	Limited Liability Company:
HALFNELSON FILMS, LLC		07/09/2020	Limited Liability Company:
PICKLEBACK, LLC		07/09/2020	Limited Liability Company:
PICKLEBACK NOLA, LLC		07/09/2020	Limited Liability Company:
FRIMPSE, LLC		07/09/2020	Limited Liability Company:
EASY MARK, LLC		07/09/2020	Limited Liability Company:
RIDE OR DIE PRODUCTIONS, LLC		07/09/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	2029 Century Park East, 38th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5498343	OZARK
Serial Number:	87582113	OZARK

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: 4159848700
Email: lagueda@omm.com
Correspondent Name: Lisa Agueda/Luis Torres-Cervantes
Address Line 1: 2 Embarcadero Center Fl 28
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Lisa Agueda, Attorney
SIGNATURE:	/Lisa Agueda/
DATE SIGNED:	07/24/2020

Total Attachments: 9

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SUPPLEMENT NO. 1 (THIS "SUPPLEMENT"), DATED JULY 9, 2020, TO THE THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES) DATED AS OF JULY 8, 2016

WHEREAS, pursuant to the terms of that certain Third Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of July 8, 2016 (as may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Credit Agreement) among MRC II Distribution Company L.P., as borrower (the "Borrower"), the other Credit Parties referred to therein, together with the Borrower, collectively the "Guarantors"), Media Rights Capital II, L.P., as a Pledgor (the "Pledgor"), the lenders referred to therein (the "Lenders"), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each of the Borrower and each Guarantor which was originally party to the Credit Agreement (but expressly exclusive of the Pledgor) (the "Grantors") has granted to the Administrative Agent (for the benefit of the Secured Parties), 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 trademark or trademark license, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as applicable, pursuant to the Credit Agreement;

WHEREAS, each of the Grantors is a party to a Third Amended and Restated Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of July 8, 2016 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each of the Grantors confirmed and made a record of the grant of a security interest in the Trademarks and the goodwill associated therewith;

WHEREAS, the Grantors 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 (the "Additional Trademarks");

WHEREAS, the Administrative Agent and the Grantors 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. Each of the Grantors does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations or for its obligations under and (as applicable) in connection with its guaranty of the Obligations pursuant to the Credit Agreement, a continuing security interest in and to all of such Grantor's right, title and interest in and to each and every trademark being added to Schedule A to the Trademark Security Agreement pursuant to paragraph B below, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement and subject in all respects to the Credit Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the trademarks and rights under trademark in and to which any Grantor has granted a continuing security interest to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the 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 and all documents contemplated thereby are each hereby confirmed and ratified by each of the Grantors.

The execution and filing of this Supplement, and the addition of the Trademarks 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 Grantor 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 Grantor 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 APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

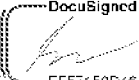
Any provision of this Supplement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Grantors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of the date first set forth above.

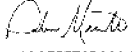
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CAVALCADE PRODUCTIONS, LLC
CP GUARANTOR, LLC
CP LENDER, LLC
KNIGHT TAKES KING PRODUCTIONS, LLC
MRC I HEDGE CO, LLC
MRC I PROJECT CO, LLC
MRC II DISTRIBUTION COMPANY L.P.
MRC II HOLDINGS L.P.
MRC INTERNATIONAL DISTRIBUTION
COMPANY, LLC
OAKTREE ENTERTAINMENT, LLC
RAGING BEAR, LLC
WBC, LLC

By: _____
Name: Scott W. Tenley
Title: Authorized Officer

DocuSigned by:

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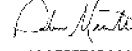
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FANG SHUI, LLC
GOLDEN DRAGONS, LLC
HUNGRY CITY, LLC
MRC360, LLC
RIPPLE EFFECTS PRODUCTIONS, LLC
YEKATERINA, LLC

By: _____
Name: Pauline Micelli
Title: Secretary

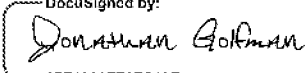
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BIG WEEK UK LIMITED
BIG WEEK CDN PRODUCTIONS INC.
YEKATERINA UK LIMITED

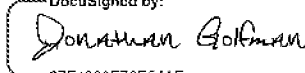
By: _____
Name: Pauline Micelli
Title: Director

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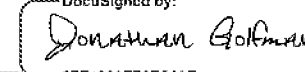
BAMBINO FILMS UK LIMITED

DocuSigned by:

By: _____
Name: Jonathan Golfman
Title: Director and Secretary

HALFNELSON FILMS UK LIMITED
HUNGRY CITY LIMITED

DocuSigned by:

By: _____
Name: Jonathan Golfman
Title: Director

BENEDICT WHITE, LLC
HALFNELSON FILMS, LLC
PICKLEBACK, LLC
PICKLEBACK NOLA, LLC
FRIMPSE, LLC

DocuSigned by:

By: _____
Name: Jonathan Golfman
Title: President

EASY MARK, LLC
RIDE OR DIE PRODUCTIONS, LLC

By: _____
Name: Cindy Chen
Title: Secretary

BAMBINO FILMS UK LIMITED

By: _____
Name: Jonathan Golfman
Title: Director and Secretary

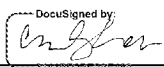
HALFNELSON FILMS UK LIMITED
HUNGRY CITY LIMITED

By: _____
Name: Jonathan Golfman
Title: Director

BENEDICT WHITE, LLC
HALFNELSON FILMS, LLC
PICKLEBACK, LLC
PICKLEBACK NOLA, LLC
FRIMPSE, LLC

By: _____
Name: Jonathan Golfman
Title: President

EASY MARK, LLC
RIDE OR DIE PRODUCTIONS, LLC

By:  _____
Name: Cindy Chen
Title: Secretary

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and Issuing Bank

By: 
Name: David Tepper
Title: Vice President

SCHEDULE 1**TRADEMARKS****A. Trademark Registrations of any Credit Party**

<u>Trademark</u>	<u>Registrant</u>	<u>Jurisdiction, Registration No.</u>	<u>Registration Date & Status</u>
OZARK	MRC II Distribution Company L.P.	United States Registration No. 5498343	Registered; June 19, 2018

B. Trademark Applications of any Credit Party

<u>Trademark</u>	<u>Applicant</u>	<u>Jurisdiction, Registration No.</u>	<u>Registration Date & Status</u>
OZARK Stylized OZARK	MRC II Distribution Company L.P.	United States Serial No. 87582113	Filed: August 24, 2017