

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UV RML ASSETS LLC		11/05/2020	Limited Liability Company: DELAWARE
UV RML DISTRIBUTION DOMESTIC LLC		11/05/2020	Limited Liability Company: DELAWARE
UV RML DISTRIBUTION INTERNATIONAL LLC		11/05/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Aperture Media Partners, LLC
Street Address:	8730 W. Sunset Blvd. #490
Internal Address:	Attn: Slava Vladimirov
City:	West Hollywood
State/Country:	CALIFORNIA
Postal Code:	90069
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4152118	ARE YOU ROGUE?
Registration Number:	4152117	I AM ROGUE
Registration Number:	4152119	IAMROGUE
Registration Number:	4860344	M3/RELATIVITY
Registration Number:	4451617	RELATIVITY
Registration Number:	4459359	RELATIVITY
Registration Number:	4425871	RELATIVITY
Registration Number:	3827057	RELATIVITY MEDIA
Registration Number:	4593080	RELATIVITY MEDIA
Registration Number:	4459360	RELATIVITY MEDIA
Registration Number:	3827056	RELATIVITY MEDIA
Registration Number:	4514831	ROGUE
Registration Number:	4572598	ROGUE
Serial Number:	77808163	ARE YOU ROGUE?

OP \$415.00 4152118

Property Type	Number	Word Mark
Serial Number:	77713053	BORN ROGUE
Serial Number:	77713054	BORNROGUE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

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:	1286916 TM
NAME OF SUBMITTER:	Christy Cane
SIGNATURE:	/Christy Cane/
DATE SIGNED:	11/09/2020

Total Attachments: 7

source=2020 1106 Document - Trademark Security Agreement (Aperture--UV RML - Relativity) 4817-3490-299#page1.tif

source=2020 1106 Document - Trademark Security Agreement (Aperture--UV RML - Relativity) 4817-3490-299#page2.tif

source=2020 1106 Document - Trademark Security Agreement (Aperture--UV RML - Relativity) 4817-3490-299#page3.tif

source=2020 1106 Document - Trademark Security Agreement (Aperture--UV RML - Relativity) 4817-3490-299#page4.tif

source=2020 1106 Document - Trademark Security Agreement (Aperture--UV RML - Relativity) 4817-3490-299#page5.tif

source=2020 1106 Document - Trademark Security Agreement (Aperture--UV RML - Relativity) 4817-3490-299#page6.tif

source=2020 1106 Document - Trademark Security Agreement (Aperture--UV RML - Relativity) 4817-3490-299#page7.tif

TRADEMARK SECURITY AGREEMENT

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

November 5, 2020

WHEREAS, UV RML NL ASSETS LLC, a Delaware limited liability company (the “Borrower”), UV RML DISTRIBUTION DOMESTIC, a Delaware limited liability company (“UVDD”) and UV RML DISTRIBUTION INTERNATIONAL LLC, a Delaware limited liability (“UVDI”, and together with UVDD a “Guarantor” and collectively the “Guarantors,” and the Guarantors 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, all registrations and recordings thereof, 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 Loan and Security Agreement dated as of November 5, 2020 (as the same has been or may further be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Loan Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement), among the Borrower, the Guarantors from time to time party thereto, each Lender from time to time party thereto, and Aperture Media Partners, LLC, as Agent, the Lenders have agreed to make Loans to the Borrower, which Loans 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 Loan Agreement, the Pledgors have granted to the Agent (for the benefit of the Secured Parties) a security interest in and to all certain personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under 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, excluding, however, the Excluded Collateral (as defined herein) (subject to such exclusion, the “Trademark Rights”), together with the goodwill of the business connected with, and symbolized by, the Trademark Rights 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 Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademark Rights 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 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, excluding therefrom the Excluded Collateral;

(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, excluding therefrom the Excluded Collateral; 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 of the Trademark Rights, or for injury to the goodwill associated with any of the Trademark Rights.

For purposes of this Trademark Security Agreement, "Excluded Collateral" means (1) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, and (2) all rights under any Trademarks owned by a Credit Party except such as are necessary or required for the distribution or exploitation of the Pledged Pictures.

Each Pledgor agrees that if any Person shall do or perform any act(s) that the Agent reasonably believes constitutes an infringement of any of the Trademark Rights 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 Agent reasonably believes constitutes an unauthorized or unlawful use of the Trademark Collateral, then and in any such event, the Agent (a) may, if 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 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 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, but only to the extent that such enforcement rights are not exclusively reserved or exclusively controlled by a Distributor pursuant to a Distribution Agreement. The 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 Agent hereby agrees to promptly give such Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Agent pursuant to this paragraph and such Pledgor agrees to assist

the Agent with any steps taken, or any suits or proceedings instituted, by the 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 Agent (for the benefit of the Secured Parties) pursuant to the Loan Agreement. Each of the Pledgors and the Agent does hereby further acknowledge and affirm that the rights and remedies of the 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 Loan Agreement, and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Loan 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 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 Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Agent pursuant to the terms hereof and of the Loan Agreement.

Subject to the terms and conditions of the Loan Agreement, the Agent (on behalf of the Secured Parties) will provide notice(s) required by Section 11.3 of the Loan 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 Loan 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 Loan 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]

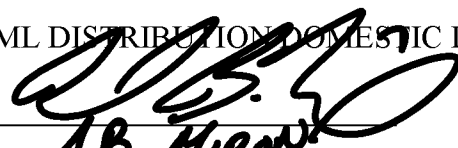
IN WITNESS WHEREOF, the Pledgors have duly executed this Trademark Security Agreement as of the date first written above.

PLEDGORS:


UV RML NE ASSETS LLC

By: 
Name: AB MIRON
Title: Auth. Sig

UV RML DISTRIBUTION DOMESTIC LLC

By: 
Name: AB MIRON
Title: Auth Sig

UV RML DISTRIBUTION INTERNATIONAL LLC

By: 
Name: AB MIRON
Title: Auth Sig

ACCEPTED:

APERTURE MEDIA PARTNERS LLC,
as Agent

By: _____

Name: Slava Vladimirov

Title: EVP


A handwritten signature in black ink, appearing to read 'Slava Vladimirov', is written over a horizontal line. The signature is stylized and cursive.

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007098 FRAME: 0670

Schedule A
to Trademark Security Agreement

TRADEMARKS

Country	Mark	Class(es)	Application Date	Application No.	Registration No.
U.S.A.	ARE YOU ROGUE?	41	08/19/09	77808146	4152118
U.S.A.	ARE YOU ROGUE?	25	08/19/09	77808163	
U.S.A.	BORN ROGUE	25	04/13/09	77713053	
U.S.A.	BORNROGUE	25	04/13/09	77713054	
U.S.A.	I AM ROGUE	41	08/13/09	77803712	4152117
U.S.A.	IAMROGUE	41	08/21/09	77810025	4152119
U.S.A.	M3/RELATIVITY	35	02/13/14	86192633	4860344
U.S.A.	RELATIVITY	09	06/23/09	77983512	4451617
U.S.A.	RELATIVITY	41	06/23/09	77765688	4459359
U.S.A.		09, 41	07/19/10	85088072	4425871
U.S.A.	RELATIVITY MEDIA	41	06/23/09	77765696	3827057
U.S.A.	RELATIVITY MEDIA	09	06/23/09	77765692	4593080
U.S.A.	RELATIVITY MEDIA	41	06/23/09	77765697	4459360

U.S.A.	RELATIVITY MEDIA	09	06/23/09	77765689	3827056
U.S.A.	ROGUE	09	03/25/09	77698591	4514831
U.S.A.	ROGUE	41	03/25/09	77698599	4572598