

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redbox Entertainment, LLC		12/29/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	1901 Avenue of the Stars, #600		
Internal Address:	Attn: Bryan LaCour		
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	
Serial Number:	88472728	REDBOX. ENTERTAINMENT	
Serial Number:	88472696	REDBOX. ORIGINAL	
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		
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:	1311441 TM		
NAME OF SUBMITTER:	Rebecca Pottash		
SIGNATURE:	/Rebecca Pottash/		
DATE SIGNED:	01/04/2021		
Total Attachments: 10			
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,			

OP \$65.00 88472728

1#page1.tif
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,
1#page2.tif
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,
1#page3.tif
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,
1#page4.tif
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,
1#page5.tif
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,
1#page6.tif
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,
1#page7.tif
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,
1#page8.tif
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,
1#page9.tif
source=2021 0104 Document - Trademark Security Agreement - Union Bank - Redbox 4811-9723-5670,
1#page10.tif

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

Dated as of December 29, 2020

WHEREAS, REDBOX ENTERTAINMENT, LLC, a Delaware limited liability company (the "Borrower"), and the other Borrower Parties referred to in the Credit Agreement (as defined below), (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, service marks, trade names, service 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 Credit, Security, Guaranty and Pledge Agreement, dated as of December 29, 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 but not otherwise defined shall have the meanings set forth in the Credit Agreement), among the Borrower, the Parent referred to therein, the guarantors referred to therein (including, without limitation, the Borrower Parties), the lenders referred to therein (the "Lenders") and MUFG Union Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), the Lenders have agreed to make loans to the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Pledgor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Pledgor including, without limitation, all right, title and interest of such Pledgor in, to and under all of such Pledgor's Trademarks (including, without limitation, those Trademarks listed on Schedule A hereto) 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 any Pledgor, 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 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 and to all of such Pledgor's right, title and interest in, to and under the following (all of such Pledgor's right, title and interest in and to the following, 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 any 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;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by any 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.

Within sixty (60) days after any of the Pledgors registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A hereto or in any Trademark license (pursuant to which any Pledgor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, 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 Fundamental Documents in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate(s) or infringe(s) any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any act(s) which the Administrative Agent reasonably believes constitute(s) an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (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 reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may 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. The Pledgors agree that the Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of any Pledgor 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 provide reasonable assistance to 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 more fully set forth in the Credit Agreement, and are subject to the limitations (including, without limitation, 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 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, this Trademark Security Agreement shall terminate and the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to record the termination of 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.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide the notice(s) required by Section 8.6 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 this Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK 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 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 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 Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this 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 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 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 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 the Pledgors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This 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 Trademark Security Agreement nor any of the rights, duties or interests hereunder shall be assigned by any Pledgor (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 Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Pledgor has duly executed this Trademark Security Agreement as of the day and the year first written.

PLEDGORS:

REDBOX ENTERTAINMENT, LLC

By:  _____

Name: Galen C. Smith

Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007154 FRAME: 0460

ACCEPTED:

MUFG Union Bank, N.A.,
as Administrative Agent

By: Michael Santioni

Name: Michael Santioni

Title: Vice President

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
US	Redbox Entertainment, LLC	88472728	06/13/19			REDBOX. ENTERTAINMENT
BS	Redbox Entertainment, LLC	44176	12/10/19			REDBOX ENTERTAINMENT
BS	Redbox Entertainment, LLC	44175	12/10/19			REDBOX ENTERTAINMENT
BS	Redbox Entertainment, LLC	44174	12/10/19			REDBOX ENTERTAINMENT
BS	Redbox Entertainment, LLC	44173	12/10/19			REDBOX ENTERTAINMENT
BM	Redbox Entertainment, LLC	58176	12/13/19			REDBOX ENTERTAINMENT
BM	Redbox Entertainment, LLC	58175	12/13/19			REDBOX ENTERTAINMENT
BM	Redbox Entertainment, LLC	58174	12/13/19			REDBOX ENTERTAINMENT
BM	Redbox Entertainment, LLC	58173	12/13/19			REDBOX ENTERTAINMENT
BM	Redbox Entertainment, LLC	58172	12/13/19			REDBOX ENTERTAINMENT
BM	Redbox Entertainment, LLC	58171	12/13/19			REDBOX ENTERTAINMENT
TC	Redbox Entertainment, LLC	20052	6/13/19	20052	6/13/19	REDBOX ENTERTAINMENT

TC	Redbox Entertainment, LLC	20051	6/13/19	20051	6/13/19	REDBOX ENTERTAINMENT
TC	Redbox Entertainment, LLC	20050	6/13/19	20050	6/13/19	REDBOX ENTERTAINMENT
TC	Redbox Entertainment, LLC	20049	6/13/19	20049	6/13/19	REDBOX ENTERTAINMENT
TC	Redbox Entertainment, LLC	20048	6/13/19	20048	6/13/19	REDBOX ENTERTAINMENT
TC	Redbox Entertainment, LLC	20047	6/13/19	20047	6/13/19	REDBOX ENTERTAINMENT
CA	Redbox Entertainment, LLC	1996628	11/19/19			REDBOX ENTERTAINMENT
US	Redbox Entertainment, LLC	88472696	6/13/19			REDBOX. ORIGINAL
BS	Redbox Entertainment, LLC	44168	12/10/19			REDBOX ORIGINAL
BS	Redbox Entertainment, LLC	44167	12/10/19			REDBOX ORIGINAL
BS	Redbox Entertainment, LLC	44166	12/10/19			REDBOX ORIGINAL
BS	Redbox Entertainment, LLC	44165	12/10/19			REDBOX ORIGINAL
BM	Redbox Entertainment, LLC	58170	12/13/19			REDBOX ORIGINAL
BM	Redbox Entertainment, LLC	58169	12/13/19			REDBOX ORIGINAL
BM	Redbox Entertainment, LLC	58168	12/13/19			REDBOX ORIGINAL
BM	Redbox Entertainment, LLC	58167	12/13/19			REDBOX ORIGINAL

BM	Redbox Entertainment, LLC	58166	12/13/19			REDBOX ORIGINAL
BM	Redbox Entertainment, LLC	58165	12/13/19			REDBOX ORIGINAL
TC	Redbox Entertainment, LLC	20040	6/13/19	20040	6/13/19	REDBOX ORIGINAL
TC	Redbox Entertainment, LLC	20039	6/13/19	20039	6/13/19	REDBOX ORIGINAL
TC	Redbox Entertainment, LLC	20038	6/13/19	20038	6/13/19	REDBOX ORIGINAL
TC	Redbox Entertainment, LLC	20037	6/13/19	20037	6/13/19	REDBOX ORIGINAL
TC	Redbox Entertainment, LLC	20036	6/13/19	20036	6/13/19	REDBOX ORIGINAL
TC	Redbox Entertainment, LLC	20035	6/13/19	20035	6/13/19	REDBOX ORIGINAL
CA	Redbox Entertainment, LLC	1996309	11/15/19			REDBOX ORIGINAL

TRADEMARK LICENSES

Pursuant to its status as a controlled subsidiary (i.e., an indirect wholly owned subsidiary) of Redbox Automated Retail, LLC, Redbox Entertainment, LLC has the license rights to use the marks set forth in the listed registrations and applications by Redbox Automated Retail, LLC. There is no written documentation and none required regarding such rights.