

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM652885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Moonbug Entertainment Limited		06/07/2021	Private Limited Company: ENGLAND AND WALES
El Bebe Productions Limited		06/07/2021	Private Limited Company: ENGLAND AND WALES
Treasure Studio, Inc.		06/07/2021	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	East West Bank
<b>Street Address:</b>	9300 Flair Dr., 6th Floor
<b>City:</b>	El Monte
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91731
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5712072	KIIYII
Registration Number:	5712073	KIIYII
Registration Number:	5253531	LBB
Registration Number:	5522737	LBB JUNIOR
Registration Number:	5258552	LITTLE BABY BUM
Registration Number:	5456149	LITTLE BABY BUM
Registration Number:	5099550	LITTLE BABY BUM
Registration Number:	5249736	BLIPPI
Registration Number:	5333930	BLIPPI
Registration Number:	5335204	BLIPPI
Registration Number:	5335209	BLIPPI
Registration Number:	5345563	BLIPPI
Registration Number:	5253532	
Serial Number:	87580923	LBB JUNIOR
Serial Number:	88085423	COCOMELON
Serial Number:	88302374	COCOMELON

OP \$440.00 5712072

TRADEMARK

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	88945840	COCOMELON

**CORRESPONDENCE DATA**

**Fax Number:** 3106205807

*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:** 3106205707

**Email:** kirstinchoi@paulhastings.com

**Correspondent Name:** Kirstin Choi, Senior Paralegal

**Address Line 1:** 1999 Ave of the Stars Fl 27

**Address Line 2:** Paul Hastings LLP

**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>NAME OF SUBMITTER:</b>	Kirstin Choi
<b>SIGNATURE:</b>	/s/ Kirstin Choi
<b>DATE SIGNED:</b>	06/09/2021

**Total Attachments: 8**

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

June 7, 2021

WHEREAS, Moonbug Entertainment Limited (the “Borrower”) and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the “Guarantors”, and 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, 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 Revolving Credit and Delayed Draw Term Loan Agreement dated as of June 7, 2021 (as the same has been or may further be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”), among the Borrower, the lenders from time to time party thereto (the “Lenders”), each Issuing Bank from time to time party thereto and East West Bank, as administrative agent (in such capacity, the “Administrative Agent”), the Lenders have agreed to make Loans to or for the benefit of the Borrower and extend certain other financial accommodations to the Borrower; and

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of June 7, 2021 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Guaranty and Security Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Guaranty and Security Agreement or the Credit Agreement, as the case may be), made by the Pledgors in favor of the Administrative Agent, each Pledgor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in all of such Pledgor’s personal property, tangible and intangible, whether now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest, wherever located or situated, and whether now existing or hereafter coming into existence, including, without limitation, all right, title and interest of such Pledgor in, to and under all of the Pledgors’ Trademarks, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, 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 that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill (other than the Excluded Assets), 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 all of such Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (ii) or 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 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;

(ii) 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 Trademark, or for injury to the goodwill associated with any Trademark;

provided, that the Trademark Collateral shall not include the Excluded Assets, including any intent-to-use trademark applications filed in the USPTO before a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted.

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 and the Guaranty and Security 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 subject to, and more fully set forth in, the Credit Agreement and the Guaranty and Security 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 the Obligations (other than contingent indemnification obligations) have been paid and performed in full, the Administrative 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 Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof that

may have been made by the Administrative Agent pursuant to the terms hereof, the Credit Agreement or the Guaranty and Security Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide notice(s) required by Section 10.1 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

**THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES.**

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 to this Trademark Security Agreement by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof, and the parties waive any right they may have to object to said treatment.

Any provision of this Trademark Security Agreement which is held to be 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 Guaranty and Security Agreement and the Credit Agreement, as applicable), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Pledgors (including their respective 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

*[Signature Pages Follow]*

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

**PLEDGORS:**

**MOONBUG ENTERTAINMENT LIMITED**

By: *John Robson*  
Name: John Robson  
Title: Director

**EL BEBE PRODUCTIONS LIMITED**

By: *John Robson*  
Name: John Robson  
Title: Director

**TREASURE STUDIO, INC.**

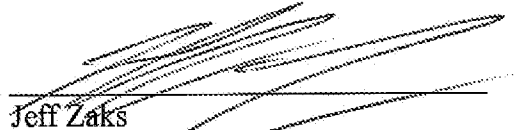
By: *John Robson*  
Name: John Robson  
Title: Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007321 FRAME: 0680**

ACCEPTED:

EAST WEST BANK  
as Administrative Agent




By:   
Jeff Zaks  
Senior Vice President






[Signature Page to Trademark Security Agreement]



Schedule A  
to Trademark Security Agreement

TRADEMARKS

Trademark	Application Number Filing Date	Registration Number Registration Date	Owner
KIIYII	87632349 03-OCT-2017	5712072 02-APR-2019	El Bebe Productions Limited
KIIYII 	87632391 03-OCT-2017	5712073 02-APR-2019	El Bebe Productions Limited
LBB	86564537 16-MAR-2015	5253531 01-AUG-2017	El Bebe Productions Limited
LBB JUNIOR	87580825 23-AUG-2017	5522737 24-JUL-2018	El Bebe Productions Limited
LITTLE BABY BUM	86564536 16-MAR-2015	5258552 08-AUG-2017	El Bebe Productions Limited
LITTLE BABY BUM	86978078 16-MAR-2015	5456149 01-MAY-2018	El Bebe Productions Limited
LITTLE BABY BUM	86978079 16-MAR-2015	5099550 13-DEC-2016	El Bebe Productions Limited
ARPO	79267798 29-JUL-2019	6149975 15-SEP-2020	Moonbug Entertainment Limited
BLIPPI	87249231 28-NOV-2016	5249736 25-JUL-2017	Moonbug Entertainment Limited
BLIPPI	87389243 28-MAR-2017	5333930 14-NOV-2017	Moonbug Entertainment Limited
BLIPPI	87419313 20-APR-2017	5335204 14-NOV-2017	Moonbug Entertainment Limited
BLIPPI	87419533 20-APR-2017	5335209 14-NOV-2017	Moonbug Entertainment Limited
BLIPPI	87419576 21-APR-2017	5345563 28-NOV-2017	Moonbug Entertainment Limited
BLIPPI 	79297577 20-JUL-2020	N/A	Moonbug Entertainment Limited
COCOMELON	79302227 24-JUL-2020	N/A	Moonbug Entertainment Limited
Design Only 	86564540 16-MAR-2015	5253532 01-AUG-2017	Moonbug Entertainment Limited

Design Only 	79267327 29-JUL-2019	6258616 02-FEB-2021	Moonbug Entertainment Limited
Design Only 	79272736 05-AUG-2019	6110176 28-JUL-2020	Moonbug Entertainment Limited
Design Only 	79299670 28-JUL-2020	N/A	Moonbug Entertainment Limited
GO BUSTER	79269897 02-AUG-2019	6144236 08-SEP-2020	Moonbug Entertainment Limited
LBB JUNIOR 	87580923 23-AUG-2017	5766658 04-JUN-2019	Moonbug Entertainment Limited
M MOONBUG ENTERTAINMENT 	79268966 19-JUN-2019	6066368 02-JUN-2020	Moonbug Entertainment Limited
MOONBUG	79262725 21-DEC-2018	5969910 28-JAN-2020	Moonbug Entertainment Limited
PLAYTIME WITH TWINKLE	79267761 29-JUL-2019	6235765 05-JAN-2021	Moonbug Entertainment Limited
T-REX RANCH	79269599 29-JUL-2019	N/A	Moonbug Entertainment Limited
COCOMELON	88085423 20-AUG-2018	5830142 06-AUG-2019	Treasure Studio, Inc.
COCOMELON 	88302374 14-FEB-2019	5918526 26-NOV-2019	Treasure Studio, Inc.
COCOMELON 	88945840 03-JUN-2020	N/A	Treasure Studio, Inc.