

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 2 TO THE THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAMBINO FILMS, LLC		10/15/2021	Limited Liability Company:
BLUE CAT PRODUCTIONS, LLC		10/15/2021	Limited Liability Company:
CAVALCADE PRODUCTIONS, LLC		10/15/2021	Limited Liability Company:
KNIGHT TAKES KING PRODUCTIONS, LLC		10/15/2021	Limited Liability Company:
MRC I HEDGE CO, LLC		10/15/2021	Limited Liability Company:
MRC I PROJECT CO, LLC		10/15/2021	Limited Liability Company:
OAKTREE ENTERTAINMENT, LLC		10/15/2021	Limited Liability Company:
RAGING BEAR, LLC		10/15/2021	Limited Liability Company:
WBC, LLC		10/15/2021	Limited Liability Company:
MRC360, LLC		10/15/2021	Limited Liability Company:
RIPPLE EFFECTS PRODUCTIONS, LLC		10/15/2021	Limited Liability Company:
YEKATERINA, LLC		10/15/2021	Limited Liability Company:
YEKATERINA UK LIMITED		10/15/2021	Private Limited Company:
BAMBINO FILMS UK LIMITED		10/15/2021	Private Limited Company:
HALFNELSON FILMS UK LIMITED		10/15/2021	Private Limited Company:
BENEDICT WHITE, LLC		10/15/2021	Limited Liability Company:
FRIMPSE, LLC		10/15/2021	Limited Liability Company:
HALFNELSON FILMS, LLC		10/15/2021	Limited Liability Company:
PICKLEBACK, LLC		10/15/2021	Limited Liability Company:
PICKLEBACK NOLA, LLC		10/15/2021	Limited Liability Company:
EASY MARK, LLC		10/15/2021	Limited Liability Company:
FANG SHUI, LLC		10/15/2021	Limited Liability Company:
GOLDEN DRAGONS, LLC		10/15/2021	Limited Liability Company:
HOT SAUCE, LLC		10/15/2021	Limited Liability Company:
HUNGRY CITY, LLC		10/15/2021	Limited Liability Company:

CH \$65.00 6403759

Name	Formerly	Execution Date	Entity Type
MRC II DISTRIBUTION COMPANY L.P.		10/15/2021	Limited Partnership:
MRC II HOLDINGS L.P.		10/15/2021	Limited Partnership:
MRC INTERNATIONAL DISTRIBUTION COMPANY, INC.		10/15/2021	Corporation:
RIDE OR DIE PRODUCTIONS, LLC		10/15/2021	Limited Liability Company:
ROLL DOWN, LLC		10/15/2021	Limited Liability Company:
BRIGHTSIDE PRODUCTIONS LLC		10/15/2021	Limited Liability Company:
HIGH ROLLER PRODUCTIONS LLC		10/15/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
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:	6403759	OZARK
Registration Number:	5498342	COUNTERPART

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: 650-473-2634

Email: mpatton@omm.com

Correspondent Name: Madeleine Patton / Luis Torres-Cervantes

Address Line 1: 2765 Sand Hill Rd

Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER:	Madeleine Patton
SIGNATURE:	/Madeleine Patton/
DATE SIGNED:	10/27/2021

Total Attachments: 9

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**TRADEMARK
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SUPPLEMENT NO. 2 (THIS "SUPPLEMENT"), DATED AS OF OCTOBER 15, 2021, 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 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 the most recent Trademark Security Agreement Supplement thereto 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, all documents contemplated thereby and each previously executed Trademark Security Agreement Supplement thereto 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.

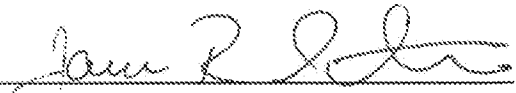
IN WITNESS WHEREOF, each of the Grantors has caused this Supplement No. 2 to the Trademark Security Agreement to be duly executed as of the date first set forth above.

BAMBINO FILMS, LLC
BLUE CAT PRODUCTIONS, LLC
CAVALCADE PRODUCTIONS, LLC
KNIGHT TAKES KING PRODUCTIONS, LLC
MRC I HEDGE CO, LLC
MRC I PROJECT CO, LLC
OAKTREE ENTERTAINMENT, LLC
RAGING BEAR, LLC
WBC, LLC

By: _____

Name: Scott W. Tenley
Title: Authorized Officer

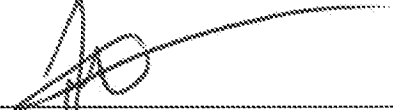
MRC360, LLC
RIPPLE EFFECTS PRODUCTIONS, LLC
YEKATERINA, LLC

By: 
Name: James Sterling
Title: Secretary

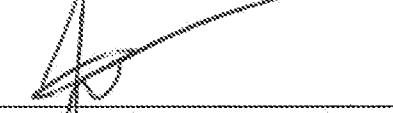
YEKATERINA UK LIMITED

By: 
Name: James Sterling
Title: Director

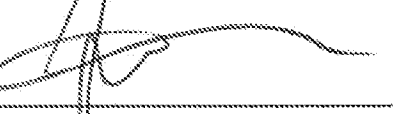
BAMBINO FILMS UK LIMITED

By: 
Name: Jonathan Golfman
Title: Director and Secretary

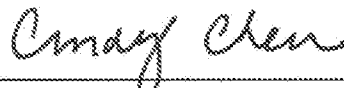
HALFNELSON FILMS UK LIMITED

By: 
Name: Jonathan Golfman
Title: Director

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

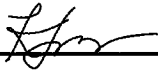
By: 
Name: Jonathan Golfman
Title: President

EASY MARK, LLC
FANG SHUI, LLC
GOLDEN DRAGONS, LLC
HOT SAUCE, LLC
HUNGRY CITY, LLC
MRC II DISTRIBUTION COMPANY L.P.
MRC II HOLDINGS L.P.
MRC INTERNATIONAL DISTRIBUTION
COMPANY, INC.
RIDE OR DIE PRODUCTIONS, LLC
ROLL DOWN, LLC
BRIGHTSIDE PRODUCTIONS LLC
HIGH ROLLER PRODUCTIONS LLC

By: 
Name: Cindy Chen
Title: Secretary

ACCEPTED:

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

By: 
Name: Kristin Jang
Title: Associate

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

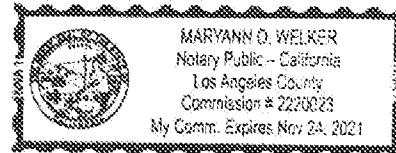
On October 19, 2021 before me, Maryann O. Welker Notary
Date Insert Name and Title of the officer

Public, personally appeared Scott W. Tenley, James R. Sterling,
Jonathan Goltman, Cindy Chen.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Maryann O. Welker

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Security Agmt Document Date: 10/15/21
Number of Pages: 11 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

Corporate Officer - Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: Various Entities
as Officers, President,
Director.

Signers Name: _____

Corporate Officer - Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____


TRADEMARK

REEL: 007475 FRAME: 0255

SCHEDULE A

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 Stylized 	MRC II Distribution Company L.P.	United States Registration No. 6403759	Registered: June 29, 2021
COUNTERPART	MRC II Distribution Company L.P.	United States Registration No. 5498342	Registered: June 19, 2018