

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LE DEVELOPMENT LLC		07/28/2022	Limited Liability Company:
LE FILM PRODUCTION LLC		07/28/2022	Limited Liability Company:
LE TELEVISION LLC		07/28/2022	Limited Liability Company:
LE WACO SPV LLC		07/28/2022	Limited Liability Company:
SMG DEVELOPMENT LLC		07/28/2022	Limited Liability Company:
SPYGLASS IP HOLDINGS LLC		07/28/2022	Limited Liability Company:
SPYGLASS MEDIA PRODUCTIONS, LLC		07/28/2022	Limited Liability Company:
RIPPLE ON THE WATER LE LLC		07/28/2022	Limited Liability Company:
BENEATH THE LAKE MUSIC LE LLC		07/28/2022	Limited Liability Company:
SPYGLASS MEDIA GROUP, LLC		07/28/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Truist Bank, as Administrative Agent		
Street Address:	3300 Northside Pkwy NW		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	Banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6152300	DIMENSION FILMS	
Registration Number:	6038922	DIMENSION TELEVISION	
Registration Number:	6048305	PROJECT RUNWAY	
Registration Number:	5988396	PROJECT RUNWAY	
Registration Number:	6141652	PROJECT RUNWAY	
CORRESPONDENCE DATA			

CH \$140.00 6152300

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	098982-10020
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	08/12/2022
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Total Attachments: 9

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**SUPPLEMENT NO. 7 TO THE
TRADEMARK SECURITY AGREEMENT
(this "TRADEMARK SECURITY AGREEMENT SUPPLEMENT")**

Dated as of July 28, 2022

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of December 16, 2019 (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 and not otherwise defined shall have the meanings given to such terms in the Credit Agreement), among Spyglass Media Group, LLC, as Borrower, Lantern Entertainment Intermediate Holdco LLC, as Parent, the Guarantors referred to therein from time to time, the Lenders referred to therein from time to time and Truist Bank, as Administrative Agent, the Lenders have agreed to make Loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each of the Borrower and each Guarantor (collectively, 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, currently existing or hereafter acquired or created (other than the Excluded Collateral as defined on Schedule 1 hereto), including, without limitation, all right, title and interest of such Grantor in, to and under any Item of Product (such term being used herein as defined in the Trademark Security Agreement (as defined below)) and any trademarks and trademark licenses, 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 the case may be, pursuant to the Credit Agreement;

WHEREAS, each of the Grantors is or has become a party to that certain Trademark Security Agreement, dated as of December 16, 2019 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Trademark Security Agreement"), pursuant to which each of the Grantors has granted to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a security interest in all of such Grantor's right, title and interest in and to all personal property, tangible and intangible, wherever located or situated and whether now owned, currently existing or hereafter acquired or created (other than the Excluded Collateral as defined on Schedule 1 hereto), including but not limited to, all goods, accounts, instruments, inter-company obligations, contract rights, partnership and joint venture interests, documents, chattel paper, general intangibles, goodwill, equipment, fixtures, machinery, inventory, investment property, copyrights, patents, trade secrets, trademarks, trade names, insurance policies, insurance proceeds, cash, deposit accounts, securities accounts, letter of credit rights, the Pledged Securities and other securities, all amounts on deposit in any Collection Account, any Cash Collateral Account and any proceeds of any thereof, products of any thereof or income from any thereof, further including but not limited to, all of such Grantor's right, title and interest in and to each and every Item of Product, all of the properties thereof, tangible and intangible, and all trademarks and trademark licenses, of every kind and character, whether now

in existence or hereafter to be made or produced, and whether or not in the possession of such Grantor, all as more fully set forth in the Trademark Security Agreement; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect (i) all Items of Product acquired or created by the Grantors since the date of execution of the Trademark Security Agreement and the most recent Trademark Security Agreement Supplement (if any) thereto or (ii) all the trademarks held by the Grantors.

THEREFORE,

A. The Grantors do hereby confirm that it has granted to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations, as the case may be, 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 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 filed 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 being added to Schedule A annexed hereto pursuant to paragraph C below and all other rights therein and thereto, of every kind and character, whether now in existence or hereafter to be made or produced, and whether or not in possession of such Grantor, other than the Excluded Collateral as defined on Schedule 1 hereto, all as contemplated by, and as more fully set forth in, the Trademark Security 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 registered trademarks and trademark licenses in and to which any Grantor has granted a 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.

C. The trademarks and trademark licenses attached hereto as Exhibit A 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 Trademark Security Agreement Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Trademark Security Agreement Supplements thereto, are each hereby confirmed and ratified by each of the Grantors.

The execution and filing of this Trademark Security Agreement Supplement, and the addition of the Item(s) of Product 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 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. Copyright 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 TRADEMARK SECURITY AGREEMENT SUPPLEMENT 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.

Any provision of this Trademark Security Agreement 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 Grantor has caused this Supplement No. 7 to Trademark Security Agreement to be duly executed by its respective duly Authorized Officer as of the date first set forth above.

GRANTORS:

SPYGLASS MEDIA GROUP, LLC
LE DEVELOPMENT LLC
LE FILM PRODUCTION LLC
LE TELEVISION LLC
LE WACO SPV LLC
SMG DEVELOPMENT LLC
SPYGLASS IP HOLDINGS LLC
SPYGLASS MEDIA PRODUCTIONS, LLC
RIPPLE ON THE WATER LE LLC
BENEATH THE LAKE MUSIC LE LLC

By: *Cheryl Rodman*
Name: Cheryl Rodman
Title: Chief Legal Officer

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)

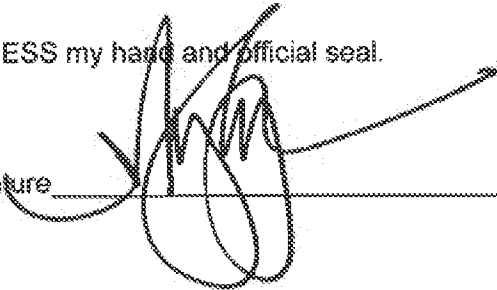
On July 28, 2022 before me, Mylyn Williams, Notary Public
(insert name and title of the officer)

personally appeared Cheryl Rodman
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/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

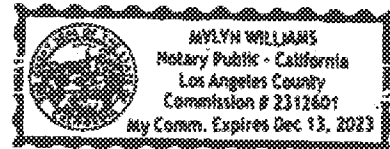
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



Excluded Collateral

"Excluded Collateral" shall mean:

(a) any real property,

(b) any asset (including any Equity Interest in any Person) if and to the extent a term in any contract or agreement (including any organizational document) entered into prior to December 16, 2019 to which a Grantor is a party prohibits, restricts or requires the consent of the other counterparty thereto to the creation, attachment or perfection of a security interest in the right, title or interest of such Grantor therein or provides that creation, attachment or perfection of such security interest would, in and of itself, give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination or remedy under such agreement, except in each case to the extent that (i) such term has been waived or such counterparty has otherwise consented to the creation hereunder of a security interest in such asset, or (ii) such term has been rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other Applicable Law (including the Bankruptcy Code) or principles of equity and, immediately upon the ineffectiveness, lapse or termination of any such provision, such Grantor shall be automatically deemed to have granted a security interest hereunder to the Lender in all of its right, title and interest in and to such asset as if such term had never been in effect,

(c) any voting Equity Interests issued by a Controlled Foreign Corporation or CFC Holdco, in each case, to any Grantor in excess of 65% of the issued and outstanding voting Equity Interests in such Controlled Foreign Corporation or CFC Holdco,

(d) any Equity Interests issued by a direct or indirect Subsidiary of a Controlled Foreign Corporation or CFC Holdco,

(e) any Equity Interests of the Borrower owned by LE MIP LLC, and

(f) any "intent to use" trademark application for which a statement of use has not been filed with the U.S. Patent and Trademark Office, but only to the extent that the grant of a lien thereon would invalidate such trademark application.

In addition, the exclusion in clause (d) above shall in no way be construed so as to limit, impair or otherwise affect the Administrative Agent's unconditional continuing security interest in and to (x) any right, title and interest of each Grantor in and to any rights to payment or other rights to receive monies due or to become due in respect of any such asset and in any such monies and other proceeds of such asset or (y) any right, title and interest of each Grantor in or to any motion picture or program to which such contract or agreement relates, including any copyright therein or

proceeds therefrom, except, in the case of clause (y) but not clause (x), to the extent otherwise expressly set forth in clause (d) above.

DEFINED TERMS

As used in this Schedule 1, the following terms shall have the respective meanings set forth below:

"Applicable Law" shall mean, with respect to any Person, all provisions of statutes, rules, regulations and orders of any Governmental Authority applicable to such Person, and all orders and decrees of all courts, tribunals and arbitrators in proceedings or actions in which such Person is a party.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as codified at 11 U.S.C. §§ 101 et seq.

"Equity Interests" means shares of the capital stock, partnership interests, membership interests or other ownership units in a limited liability company, beneficial interests in a trust or other equity or voting interests in any Person or any warrants, options or other rights to acquire such interests.

"CFC Holder" means any Person substantially all of the assets of which are Equity Interests issued by a Controlled Foreign Corporation.

"Controlled Foreign Corporation" means a Subsidiary of a Grantor that is a "controlled foreign corporation" as defined in Section 957(a) of the Code or any successor provision thereto.

"Governmental Authority" shall mean any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any court, tribunal or arbitrator, in each case whether of the United States or any foreign jurisdiction.

"Person" means any natural person, corporation, division of a corporation, limited liability company, partnership, trust, joint venture, association, company, estate, unincorporated organization or government or any agency or political subdivision thereof.

"Subsidiary" means with respect to any Person, any corporation, limited liability company, association, joint venture, partnership or other Person (whether now existing or hereafter organized) of which at least a majority of the voting stock or other ownership interests therein having ordinary voting power for the election of directors (or the equivalent) is, at the time as of which any determination is being made, owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

"UCC" means the Uniform Commercial Code as in effect in the State of New York (or, where applicable, in any other relevant jurisdiction) on December 16, 2019 (as such Uniform Commercial Code is amended from time to time).

EXHIBIT A

Certificates of Registration				
IP Type	Country	Mark	Serial No.	Date of Issuance
Trademark	Thailand	SPYGLASS MEDIA GROUP	190115852	May 24, 2022
Trademark	Thailand	SPYGLASS MEDIA GROUP	190115853	May 24, 2022
Trademark	New Zealand	SPYGLASS MEDIA GROUP	1110474	May 26, 2022
Trademark	New Zealand	SPYGLASS TELEVISION	1110473	May 26, 2022

We have received proof that the assignment of the registrations on the following page that were made pursuant to that certain Trademark Assignment Agreement dated as of June 21, 2021 between LE Film Distribution LLC and Spyglass Media Group, LLC have been recorded.

Mark	Country	Class	Reg. No./ (App. No.)	Reg Date/ (Filing date)	Owner
DIMENSION FILMS	US	9; 41	6152300	September 15, 2020	Spyglass Media Group, LLC
DIMENSION TELEVISION	US	41	6038922	April 21, 2020	Spyglass Media Group, LLC
PROJECT RUNWAY	US	7; 9; 18; 24; 25	6048305	May 5, 2020	Spyglass Media Group, LLC
PROJECT RUNWAY	US	21	5988396	February 18, 2020	Spyglass Media Group, LLC
PROJECT RUNWAY	US	9	6141652	September 1, 2020	Spyglass Media Group, LLC

Country File No.	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Saudi Arabia 105062-1123525	PROJECT RUNWAY	Registered	1437015351 Apr 13, 2016	1437015351 Apr 14, 2016	Spyglass Media Group, LLC	41 Education, Training, Recreation, Sports and cultural activities.
China 105062-1123597	CROUCHING TIGER HIDDEN DRAGON	Registered	5460537 Jul 4, 2006	5460537 Apr 14, 2012	Spyglass Media Group, LLC	41 Production of live entertainment performance program; production of live entertainment show; television and radio program production; film production; movie film distribution (release).
China 105062-1123598	CROUCHING TIGER, HIDDEN DRAGON	Registered	5460112 Jul 4, 2006	5460112 Dec 28, 2009	Spyglass Media Group, LLC	28 Toys; apparatus for games; game toys; fencing weapons; muscle exercise equipment; sports equipment; sports balls; racket; athletic gloves; golf clubs; skates; fishing tackle; nets for sports; boxing with punching bags; skis; surfboard; ping-pong table
China 105062-1123599	CROUCHING TIGER, HIDDEN DRAGON	Registered	5460115 Jul 4, 2006	5460115 Jul 14, 2014	Spyglass Media Group, LLC	09 Theatrical motion picture film; sunglasses; magnet.
China 105062-1123590	CROUCHING TIGER, HIDDEN DRAGON	Registered	5460114 Jul 4, 2006	5460114 Mar 14, 2010	Spyglass Media Group, LLC	16 Printed materials; books; fiction; screenplay; photo; picture; posters; notebook; greeting cards; calendar; booklet (manual); Manual; paper (stationery); framed or framed painting (picture).