

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quixote Studios LLC		08/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bison Capital Partners V, L.P., as Collateral Agent		
Street Address:	233 Wilshire Blvd., Suite 425		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5098881	QUIXOTE	
Registration Number:	5098880	Q	
Registration Number:	6703782	HUDSON RADIOS	
Registration Number:	4413046	VERDE	
Serial Number:	97445167	THE SPIRIT OF HOLLYWOOD	
Serial Number:	97445187	THE SPIRIT OF HOLLYWOOD	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	40VC-344507		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		

CH \$165.00 5098881

DATE SIGNED:	08/31/2022
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2022, by and between Bison Capital Partners V, L.P., a Delaware limited partnership, as Collateral Agent for the Lenders (defined below) ("Secured Party") and Quixote Studios LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Sunset Quixote Holdings, LLC, a Delaware limited liability company (the "Borrower") is obligated pursuant to the terms of a Note, of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note") in the original principal amount of ONE HUNDRED SIXTY MILLION DOLLARS \$160,000,000.00 to the Lenders identified therein (the "Lenders").

B. Pursuant to the terms of a Security Agreement, of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), between Secured Party, Grantor and certain other parties from time to time party thereto, Grantor has granted to Secured Party for the benefit of the Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all Intellectual Property Collateral (as defined therein) to secure the Note. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower's obligations under the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrower's obligations under the Note, Grantor grants and pledges to Secured Party for the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Security Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Security Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Security Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

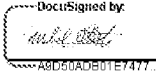
GRANTOR:

Address of Grantor:

Hudson Pacific Properties, L.P.
11601 Wilshire Blvd., Ninth Floor
Los Angeles, CA 90025

Attn: Jeff Stotland and Daniel Walbrun

QUIXOTE STUDIOS LLC

By:  _____

Title: Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

233 Wilshire Boulevard, Suite 425
Santa Monica, CA 90401

Attn: Peter Macdonald

BISON CAPITAL PARTNERS V, L.P., as Collateral
Agent for the Lenders

By: _____

Title: Partner

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Hudson Pacific Properties, L.P.
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Attn: Jeff Stotland and Daniel Walbrun

QUIXOTE STUDIOS LLC

By: _____

Title: Chief Executive Officer

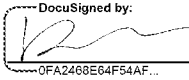
SECURED PARTY:

Address of Secured Party:

233 Wilshire Boulevard, Suite 425
Santa Monica, CA 90401

Attn: Peter Macdonald

BISON CAPITAL PARTNERS V, L.P., as Collateral
Agent for the Lenders

By:  _____
DocuSigned by:
0FA2468E64F54AF...

Title: Partner

EXHIBIT A

Copyrights

None.


EXHIBIT B

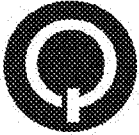
Patents

None.

EXHIBIT C

Trademarks

	OWNER	MARK	STATUS	FILED DATE	PUBL. DATE	CLASS	REGISTRATION
1.	Quixote Studios LLC	QUIXOTE	Registered	01/19/2016 86879474	12/13/2016 5098881	41: Rental of motion picture film equipment, video and sound equipment for television commercials, video and photography equipment, accessories and expendables; rental of film, television commercial, video and photography studios.	USA
2.	Quixote Studios LLC	 Q and Design	Registered	01/19/2016 86879473	12/13/2016 5098880	39: Rental of production vehicles and trailers that are used in connection with rented equipment for film, television commercials, video and photography.	USA
4.	Quixote Studios LLC	HUDSON RADIOS	Registered	10/08/2020 90242078	04/19/2022 6703782	38: Rental of telecommunication equipment two way radios/walkie talkies as well as wireless internet hotspots and other communication devices.	USA
5.	Quixote Studios LLC	VERDE	Registered	04/13/2012 85597296	10/08/2013 4413046	39: Rental of production vehicles to be used in connection with motion picture and television production.	USA
6.	Quixote Studios LLC	THE SPIRIT OF HOLLYWOOD	Pending	06/06/2022 97445167		39: Rental of vehicles; rental of trailers; rental of motor coaches.	USA
7.	Quixote Studios LLC	THE SPIRIT OF HOLLYWOOD	Pending	06/06/2022 97445187		41: Rental of film equipment, video and sound equipment, audiovisual equipment, lighting equipment, grip equipment, and photography equipment; providing audio or video studio services.	USA
8.	Quixote Studios LLC	QUIXOTE	Proposed			25: Articles of clothing, namely t-shirts, sweat shirts, jackets, caps, hats, sweaters, jerseys. 33: Alcoholic beverages (excluding wine and beer). 39: Rental of moving equipment and motor vehicles, namely trailers, trucks, vans, motorhomes, and mobile restrooms; Transportation of motion picture and television production equipment. 41: Rental of communications solutions for events and productions; Rental of grip and lighting for television commercials, video and photography.	

9.	Quixote Studios LLC	 Q and Design	Proposed			25: Articles of clothing, namely t-shirts, sweat shirts, jackets, caps, hats, sweaters, jerseys. 33: Alcoholic beverages (excluding wine and beer). 39: Rental of moving equipment and motor vehicles, namely trailers, trucks, vans, motorhomes, and mobile restrooms; Transportation of motion picture and television production equipment. 41: Rental of communications solutions for events and productions; Rental of grip and lighting for television commercials, video and photography.	
10.	Quixote Studios LLC	THE SPIRIT OF HOLLYWOOD	Proposed			33: Alcoholic beverages (excluding wine and beer).	