

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FILMNATION ENTERTAINMENT LLC		03/03/2023	Limited Liability Company: DELAWARE
22ND STREET ENTERTAINMENT LLC		03/03/2023	Limited Liability Company: DELAWARE
BAD SPRINGS DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
CAHUENGA ENTERTAINMENT, LLC		03/03/2023	Limited Liability Company: DELAWARE
CONCLAVE DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
DICKENSAN PICTURES, LLC		03/03/2023	Limited Liability Company: DELAWARE
DOGWATCH LLC		03/03/2023	Limited Liability Company: DELAWARE
DOWN LOW DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
DOWN LOW MOVIE, INC.		03/03/2023	Corporation: NEW YORK
FILMNATION DIGITAL, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION DISC, INC.		03/03/2023	Corporation: DELAWARE
FILMNATION ESP, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION FEATURES, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION FEATURES LIBRARY, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION INTERNATIONAL, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION INVESTMENTS, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION L-STAR, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION LIBRARY 2, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION MANAGEMENT LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION MUSIC, LLC		03/03/2023	Limited Liability Company: DELAWARE

TRADEMARK

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Name	Formerly	Execution Date	Entity Type
			DELAWARE
FILMNATION SOUND INSIDE, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION TELEVISION, LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION TELEVISION UK LLC		03/03/2023	Limited Liability Company: DELAWARE
FILMNATION THEATER, LLC		03/03/2023	Limited Liability Company: DELAWARE
FINGERNAILS DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
FLYNT FILM DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
FN PRODUCTIONS INC.		03/03/2023	Corporation: DELAWARE
FNI, INC.		03/03/2023	Corporation: DELAWARE
GLORIA FILM DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
GOOD NURSE FILMS, LLC		03/03/2023	Limited Liability Company: CONNECTICUT
GOOD NURSE PRODUCTIONS, LLC		03/03/2023	Limited Liability Company: DELAWARE
GREYHOUND PRODUCTIONS, INC.		03/03/2023	Corporation: LOUISIANA
HALLION CREATIVE, LLC		03/03/2023	Limited Liability Company: DELAWARE
HEALTHY COMPETITION, LLC		03/03/2023	Limited Liability Company: DELAWARE
HOUSE OF SPIRITS, LLC		03/03/2023	Limited Liability Company: DELAWARE
HYPER-THETICAL PODCAST, LLC		03/03/2023	Limited Liability Company: DELAWARE
INVITE DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
IRONBARK, LLC		03/03/2023	Limited Liability Company: DELAWARE
LATE NIGHT DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
LATE NIGHT TV, INC.		03/03/2023	Corporation: NEW YORK
LODGE DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
MAP DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
MEGA MOO DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
MEGA MOO, INC.		03/03/2023	Corporation: NEW YORK

TRADEMARK

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Name	Formerly	Execution Date	Entity Type
MURDER ON THE TOWPATH, LLC		03/03/2023	Limited Liability Company: DELAWARE
NEST FILM DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
OPERATION RSHA, LLC		03/03/2023	Limited Liability Company: DELAWARE
OUTFIT DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
PROMISING WOMAN, LLC		03/03/2023	Limited Liability Company: DELAWARE
RED ROCKET DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
ROSE DISTRIBUTION, LLC		03/03/2023	Limited Liability Company: DELAWARE
SHARP STICK PRODUCTIONS, LLC		03/03/2023	Limited Liability Company: DELAWARE
SPRING CHRISTMAS USA, LLC		03/03/2023	Limited Liability Company: DELAWARE
SUNSET TELEVISION PRODUCTIONS, LLC		03/03/2023	Limited Liability Company: DELAWARE
TINY PERFECT PRODUCTIONS, INC.		03/03/2023	Corporation: ALABAMA
WEST 150 PRODUCTIONS LLC		03/03/2023	Limited Liability Company: DELAWARE
XENOLINGUISTICS, LLC		03/03/2023	Limited Liability Company: DELAWARE
YOUNG WIFE DISTRIBUTION LLC		03/03/2023	Limited Liability Company: DELAWARE
YOUNG WIFE FILM INC.		03/03/2023	Corporation: GEORGIA
FINGERNAILS PRODUCTION INC.		03/03/2023	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	333 S. Hope Street, Suite 1300
Internal Address:	Attn: Sharad Bhatt
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3878160	FILMNATION ENTERTAINMENT
Registration Number:	4135793	FILMNATION ENTERTAINMENT
Registration Number:	6672815	FILMNATION ENTERTAINMENT
Registration Number:	4150831	FILMNATION ENTERTAINMENT
Registration Number:	6672816	FILMNATION ENTERTAINMENT

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1931308
NAME OF SUBMITTER:	Kailey Johnson
SIGNATURE:	/Kailey Johnson/
DATE SIGNED:	03/07/2023

Total Attachments: 10

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

Dated as of March 3, 2023

WHEREAS, FILMNATION ENTERTAINMENT LLC (the “Borrower”) and the other Credit Parties (as defined in the Credit Agreement) 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, 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 Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of March 3, 2023 (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 Pledgors, the lenders referred to therein, and Bank of America, N.A., a national banking association, as administrative agent (in such capacity, the “Administrative Agent”) and 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; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties (as defined in the Credit Agreement)) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks 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 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 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;

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; and

WHEREAS, the Borrower, the Pledgors and the Administrative Agent are parties to that certain Trademark Security Agreement dated as of July 19, 2013 and recorded by the United States Patent and Trademark Office (the “USPTO”) on August 27, 2013 at Reel 5098 Frame 0319 (as may have been further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Original Trademark Security Agreement”) and are executing this Amended and Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do 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 the Pledgors’ right, title and interest in, to and under the following (all of the following items (i) through (iii) 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 the Pledgors:

(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, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors 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 Amended and Restated 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 Amended and Restated Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders

or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute 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 Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors 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 Amended and Restated 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, 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 terminate 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.

Subject always to the various provisions of this Amended and Restated Trademark Security Agreement, the Credit Agreement and the other Loan Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Loan Documents.

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This 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.

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

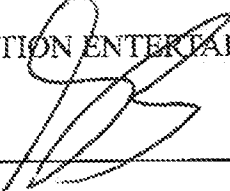
The parties hereto hereby acknowledge and agree that (a) this Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement that is being entered into in connection with an amendment and restatement of the Existing Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Existing Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Amended and Restated Trademark Security Agreement and (c) the Original Trademark Security Agreement and all security interests previously created and/or perfected by or under the Original Trademark Security Agreement (including any supplements thereto) are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Credit Agreement or the Original Trademark Security Agreement.

[Signature Pages Follow]

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

PLEDGORS:

FILMNATION ENTERTAINMENT LLC

By: 
Name: _____
Title:

[Signature Page to Second Amended & Restated Trademark Security Agreement]

TRADEMARK
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22nd Street Entertainment LLC
Bad Springs Distribution, LLC
Cahuenga Entertainment, LLC
Conclave Distribution, LLC
Dickensian Pictures, LLC
DogWatch LLC
Down Low Distribution, LLC
Down Low Movie, Inc.
FilmNation Digital, LLC
FilmNation DISC, Inc.
FilmNation ESP, LLC
FilmNation Features, LLC
FilmNation Features Library, LLC
FilmNation International, LLC
FilmNation Investments, LLC
FilmNation L-Star, LLC
FilmNation Library 2, LLC
FilmNation Management LLC
FilmNation Music, LLC
FilmNation Sound Inside, LLC
FilmNation Television, LLC
FilmNation Television UK LLC
FilmNation Theater, LLC
Fingernails Distribution, LLC
Fingernails Production Inc.
Flynt Film Distribution, LLC
FN Productions Inc.
FNI, Inc.
Gloria Film Distribution, LLC
Good Nurse Films, LLC
Good Nurse Productions, LLC
Greyhound Productions, Inc.
Hallion Creative, LLC
Healthy Competition, LLC
House of Spirits, LLC
Hyper-Thetical Podcast, LLC
Invite Distribution, LLC
Ironbark, LLC
Late Night Distribution, LLC
Late Night TV, Inc.
Lodge Distribution, LLC
Map Distribution, LLC
Mega Moo Distribution, LLC
Mega Moo, Inc.
Murder on the Towpath, LLC
Nest Film Distribution, LLC
Operation RSHA, LLC
Outfit Distribution, LLC
Promising Woman, LLC
Red Rocket Distribution, LLC
Rose Distribution, LLC

[Signature Page to Amended & Restated Trademark Security Agreement]

TRADEMARK
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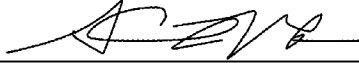
Sharp Stick Productions, LLC
Spring Christmas USA, LLC
Sunset Television Productions, LLC
Tiny Perfect Productions, Inc.
West 150 Productions LLC
Xenolinguistics, LLC
Young Wife Distribution LLC
Young Wife Film Inc.



By: _____
Name: Glen Basner
Title: Co-President

ACCEPTED:

BANK OF AMERICA, N.A., as Administrative
Agent and Issuing Bank

By:  _____

Name: Sophia Chen

Title: Senior Vice President

[Signature Page to Amended & Restated Trademark Security Agreement]

TRADEMARK
REEL: 007995 FRAME: 0267

Schedule A
to Amended and Restated Trademark Security Agreement

TRADEMARKS

<u>Registrant</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Number/ Application Date</u>	<u>Registration Number/ Registration Date</u>
FilmNation Management, LLC	FilmNation Entertainment in block letters for (1) Film Production / Distribution; (2) Website; (3) Financing of films, theatre, podcasts, TV; and (4) Production of films, TV, theatre, podcasts	United States	(1) App. No. 77/980,421 (1) Date: 10/31/2008 (2) App. No. 77/605,195 (2) Date: 10/31/2008 (3) App. No. 88/802,696 (3) Date: 02/19/2020 (4) App. No. 88/802,696 (4) Date: 02/19/2020	(1) Reg. No. 3,878,160 (1) Date: 11/16/2010 (2) Reg. No. 4,135,793 (2) Date: 5/1/2012 (3) Reg. No. 6,672,815 (3) Date: 03/15/2022 (4) Reg. No. 6,672,815 (4) Date: 03/15/2022
FilmNation Management, LLC	FilmNation Entertainment stylized logo	United States	App. No. 85/110,303 Date: 08/18/2010	Reg. No. 4,150,831 Date: 5/29/2012
FilmNation Management, LLC	FilmNation Entertainment stylized logo for (1) Financing of films, theatre, podcasts, TV and (2) Production of films, TV, theatre, podcasts	United States	(1) App. No. 88/802,697 (1) Date: 02/19/2020 (2) App. No. 88/802,697 (2) Date: 02/19/2020	(1) Reg. No. 6,672,816 (1) Date: 03/15/2022 (2) Reg. No. 6,672,816 (2) Date: 03/15/2022

Schedule B
to Amended and Restated Trademark Security Agreement

TRADEMARK LICENSES

None.