

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEGENDARY PICTURES FUNDING, LLC		04/14/2023	Limited Liability Company:
40 NORTH PRODUCTIONS, LLC		04/14/2023	Limited Liability Company:
ALAMEDA PRODUCTIONS, LLC		04/14/2023	Limited Liability Company:
CARNIVAL ROW PRODUCTIONS, LLC		04/14/2023	Limited Liability Company:
LEGEND IP HOLDINGS PRODUCTION, LLC		04/14/2023	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: 4			
Property Type	Number	Word Mark	
Registration Number:	5585643	THE LOOMING TOWER	
Registration Number:	5615221	LOVE	
Registration Number:	5921695	CARNIVAL ROW	
Registration Number:	6900374	THE TOXIC AVENGER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4159848700		
Email:	mpatton@omm.com		
Correspondent Name:	Madeleine Patton / Andrew Montalbano		
Address Line 1:	Two Embarcadero Center, 28th Floor		

CH \$115.00 5585643

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	0415218-00052
NAME OF SUBMITTER:	Madeleine Patton
SIGNATURE:	/Madeleine Patton/
DATE SIGNED:	04/14/2023

Total Attachments: 5

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**SUPPLEMENT NO. 1 TO
THE TRADEMARK SECURITY AGREEMENT**

Dated as of April 14, 2023

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of April 14, 2023 (as the same may be further 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 Legendary Pictures Funding, LLC, as Borrower (the "Borrower"), the Guarantors referred to therein (the "Guarantors"), 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 Revolving Credit 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, 40 North Productions, LLC, Alameda Productions, LLC and Carnival Row Productions, LLC (the "Existing Grantors") and Legend IP Holdings Production, LLC (the "New Grantor", and together with the Existing Grantors, 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, including, without limitation, all right, title and interest of such Grantor in, to and under any Trademark Collateral (such term being used herein as defined in the Trademark Security Agreement referred to below), 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, the New Grantor, among other things, is a Guarantor (as defined in the Credit Agreement) under the Credit Agreement and shall become a Grantor (as defined in the Trademark Security Agreement referred to below) under such Trademark Security Agreement;

WHEREAS, each Existing Grantor is or has become a party to that certain Trademark Security Agreement, dated as of June 28, 2018 (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 Existing Grantors 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 pursuant to the Credit Agreement, a continuing security interest in all of such Existing Grantor's right, title and interest in and to all personal property, tangible and intangible, wherever located or situated and whether now owned, presently existing or hereafter acquired or created, including but not limited to, the Trademark Collateral (as defined in the Trademark Security Agreement), all as more fully set forth in the Trademark Security Agreement; and

WHEREAS, certain Existing Grantors have acquired or created additional Trademarks and/or entered into certain Trademark licenses since the date of execution of the Trademark Security Agreement and the most recent Trademark Security Agreement Supplement thereto (if any); and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Grantors since the date of execution of the Trademark Security Agreement.

NOW THEREFORE,

A. The New Grantor hereby expressly confirms that it has assumed, and hereby agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of a Grantor (as such term is defined in the Trademark Security Agreement) under the Trademark Security Agreement. By virtue of the foregoing, the New Grantor hereby accepts and assumes any liability of a Grantor (as such term is defined in the Trademark Security Agreement) related to each covenant or obligation made by a Grantor (as such term is defined in the Trademark Security Agreement) in the Trademark Security Agreement and hereby expressly affirms each of such covenants and obligations.

B. The Grantors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations or for their obligations under and in connection with their guaranty of the Obligations pursuant to the Credit Agreement, a continuing security interest in and to all of such Grantors' right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement, pursuant to paragraph C below, 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, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

C. The Trademark Security Agreement is hereby supplemented (the "Trademark Security Agreement Supplement"), effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks in and to which the 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.

D. The Trademarks listed on the Schedule 1 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 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 Trademarks and Trademark licenses 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. Patent and 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.

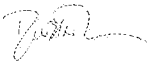
THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER 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 Page Follows]

IN WITNESS WHEREOF, each of the Grantors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed by its respective duly Authorized Officer as of the date first set forth above.

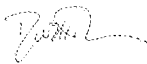
LEGENDARY PICTURES FUNDING, LLC

By: 

Name: Ronald Hohauser
Title: Chief Financial Officer

OTHER GRANTORS:


40 NORTH PRODUCTIONS, LLC
ALAMEDA PRODUCTIONS, LLC
CARNIVAL ROW PRODUCTIONS,
LLC
LEGEND IP HOLDINGS PRODUCTION, LLC

By: 

Name: Ronald Hohauser
Title: Chief Financial Officer

Schedule 1
to Trademark Security Agreement Supplement

TRADEMARKS

Trademark	Credit Party	Jurisdiction	Application Number / Date	Registration Number / Date
THE LOOMING TOWER	40 North Productions, LLC	U.S.A.	87832918 / March 13, 2018	5585643 / October 16, 2018
	Alameda Productions, LLC	U.S.A.	87848254 / March 24, 2018	5615221 / November 27, 2018
CARNIVAL ROW	Carnival Row Productions, LLC	U.S.A.	87832909 / March 13, 2018	5921695 / November 26, 2019
THE TOXIC AVENGER	Legend IP Holdings Production, LLC	U.S.A.	97081038/ October 19, 2021	6900374/ November 15, 2022