

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Technicolor Creative Services USA, Inc.		05/12/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLAS SAS, as Security Agent		
<b>Street Address:</b>	40 rue du Colisée		
<b>City:</b>	Paris		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	75008		
<b>Entity Type:</b>	Société Par Actions Simplifiée (Sas): FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6322644	THE FOCUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2000733 TM		
<b>NAME OF SUBMITTER:</b>	Joel Gomez		
<b>SIGNATURE:</b>	/Joel Gomez/		
<b>DATE SIGNED:</b>	05/15/2023		
<b>Total Attachments: 6</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated May 12, 2023, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of GLAS SAS (“Glas”) as Security Agent (the “Security Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement and the Security Agreement referred to therein.

WHEREAS:

(i) pursuant to that certain amended and restated credit agreement dated April 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Restated Credit Agreement”), between, *inter alios*, Technicolor Creative Studios SA (the “Company”), as Borrower, Glas, as Agent and Security Agent, each lender party thereto and the other parties party thereto, certain term and revolving loans have been made available by the lenders named therein to the Company;

(ii) pursuant to a new money term facilities agreement dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “New Money Term Facilities Agreement”), entered into between, *inter alios*, the Company, as Borrower, Glas as Agent and Security Agent, each lender party thereto and the other parties party thereto, certain loans have been made available by the lenders named therein to the Company;

(iii) pursuant to a bridge notes subscription agreement dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Bridge Notes Subscription Agreement”) entered into between, *inter alios*, the Company, as Issuer, Glas as Noteholders Representative, Paying Agent, Calculation Agent, Register Agent and Security Agent and the entities named therein as Subscribers, the Company issued notes in an aggregate principal amount of EUR 30,000,000 (the “Bridge Notes”) governed by the terms and conditions attached to the Bridge Notes Subscription Agreement as Schedule 4 thereto (the “Bridge Notes Terms and Conditions”);

(iv) pursuant to a convertible notes subscription agreement dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Convertible Notes Subscription Agreement”) entered into between, *inter alios*, the Company, as Issuer, Glas as Noteholders Representative, Paying Agent, Calculation Agent, Register Agent and Security Agent and the entities named therein as Subscribers, the Company issued convertible notes in an aggregate principal amount of EUR 62,500,000 (the “Convertible Notes”) governed by the terms and conditions attached to the Convertible Notes Subscription Agreement as Schedule 4 thereto (the “Convertible Notes Terms and Conditions”).

WHEREAS, reference is made to that certain intercreditor agreement dated as of April 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among, *inter alios*, Glas, as Super Senior Term Facility Agent, Super Senior Bonds Paying Agent and Restated Senior Facilities Agent, and the other parties party thereto.

WHEREAS, in connection with the Intercreditor Agreement, the Grantor has entered into the Security Agreement dated as of May 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Reinstated Lenders, the New Money Lenders and the Subscribers to extend such credit therein.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property), together with any and all (i) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present and future infringement or other violations of any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Secured Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

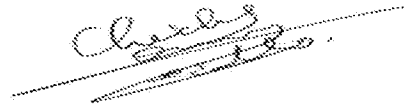
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TECHNICOLOR CREATIVE SERVICES USA, INC.,  
as the Grantor

By:   
Name: Christian Roberton  
Title: President

GENERAL

GLAS SAS,  
as Security Agent

A handwritten signature in cursive script, appearing to read "Cheick Diallo", is written over a horizontal line. The signature is dark and somewhat stylized.

By:

Name: Cheick Diallo

Title:

Transaction Manager / Authorized Signatory

Signature Page to  
Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 008071 FRAME: 0751**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date	Exp. Date	Status	Owner
THE FOCUS	USA	88028729 07-JUL-2018	6322644 13-APR-2021	13-APR-2031	Registered	TECHNICOLOR CREATIVE SERVICES USA, INC.