

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATTN: Inc.		06/20/2023	Corporation: DELAWARE
Exile Content, LLC		06/20/2023	Limited Liability Company: DELAWARE
Moonbug Entertainment (Little Angel) LLC		06/20/2023	Limited Liability Company: DELAWARE
Treasure Studio, Inc.		06/20/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BSP AGENCY, LLC		
Street Address:	Benefit Street Partners, 9 West 57th		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6453247	LITTLE ANGEL	
Registration Number:	6145984	LITTLE ANGEL	
Registration Number:	6145985	LITTLE ANGEL	
Registration Number:	6895835	COCOMELON	
Registration Number:	6873252	COCOMELON	
Registration Number:	6895688	COCOMELON	
Registration Number:	6931433	COCOMELON	
Registration Number:	6895863	COCOMELON	
Registration Number:	6521784	COCOMELON	
Registration Number:	6563758	COCOMELON	
Registration Number:	6421553	COCOMELON	
Registration Number:	5918526	COCOMELON	
Serial Number:	88681253	COCOMELON	
Registration Number:	6821533	EXILE CONTENT STUDIO	
Registration Number:	5612102	ATTN:	

OP \$590.00 6453247

Property Type	Number	Word Mark
Registration Number:	5024219	ATTN:
Serial Number:	97313061	BABY JOHN
Serial Number:	97313090	LITTLE ANGEL
Serial Number:	97312961	LITTLE WORLD
Serial Number:	88681248	COCOMELON
Serial Number:	88681262	COCOMELON
Serial Number:	88681270	COCOMELON
Serial Number:	90507512	CLUB MUNDO KIDS

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: Stewart Walsh
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:	2037479 TM
NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	06/22/2023

Total Attachments: 6

- source=EXECUTED - Lunar - Joinder re Moonbug - Trademark Security Agreement (Jun-20-23)_(97738064_2) (updated)#page1.tif
- source=EXECUTED - Lunar - Joinder re Moonbug - Trademark Security Agreement (Jun-20-23)_(97738064_2) (updated)#page2.tif
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2023, by ATTN: Inc., a Delaware corporation, Exile Content, LLC, a Delaware limited liability company, Moonbug Entertainment (Little Angel) LLC, a Delaware limited liability company and Treasure Studio, Inc., a California corporation (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BSP AGENCY, LLC, as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of December 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of such Grantor (the “**Trademark Collateral**”):

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto; and

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such Trademark application (or any registration that may issue therefrom) under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall terminate in accordance with, and subject to the terms and conditions set forth in, Section 6.11 of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the expense of such

Grantor, execute, acknowledge, and deliver to the Grantors all documents, instruments, make all filings, and take all other actions reasonably requested by such Grantor in writing to evidence the release of the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

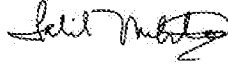
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature pages follow.]

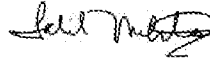
ATTN: INC.,
a Delaware corporation,



By: _____

Name: Salil K. Mehta
Title: Co-Chief Financial Officer

EXILE CONTENT, LLC,
a Delaware limited liability company
**MOONBUG ENTERTAINMENT (LITTLE ANGEL)
LLC,**
a Delaware limited liability company
TREASURE STUDIO, INC.,
a California corporation

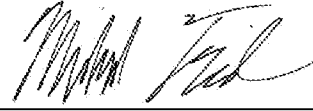


By: _____

Name: Salil K. Mehta
Title: Chief Financial Officer

BSP AGENCY, LLC, as Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Mike Frick", written over a horizontal line.


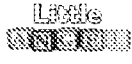





Name: Mike Frick


Title: Authorized Signer

**Schedule I
to Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

	Owner Name	Trademark	Registration Date	Registration Number
1.	MOONBUG ENTERTAINMENT (LITTLE ANGEL) LLC	LITTLE ANGEL 	17-AUG-2021	6453247
2.	MOONBUG ENTERTAINMENT (LITTLE ANGEL) LLC	LITTLE ANGEL	08-SEP-2020	6145984
3.	MOONBUG ENTERTAINMENT (LITTLE ANGEL) LLC	LITTLE ANGEL 	08-SEP-2020	6145985
4.	TREASURE STUDIO, INC.	COCOMELON 	08-NOV-2022	6895835
5.	TREASURE STUDIO, INC.	COCOMELON	11-OCT-2022	6873252
6.	TREASURE STUDIO, INC.	COCOMELON 	08-NOV-2022	6895688
7.	TREASURE STUDIO, INC.	COCOMELON 	20-DEC-2022	6931433
8.	TREASURE STUDIO, INC.	COCOMELON 	08-NOV-2022	6895863
9.	TREASURE STUDIO, INC.	COCOMELON	12-OCT-2021	6521784
10.	TREASURE STUDIO, INC.	COCOMELON 	16-NOV-2021	6563758
11.	TREASURE STUDIO, INC.	COCOMELON	13-JUL-2021	6421553

	Owner Name	Trademark	Registration Date	Registration Number
12.	TREASURE STUDIO, INC.	COCOMELON  COCOMELON	26-NOV-2019	5918526
13.	TREASURE STUDIO, INC.	COCOMELON	06-AUG-2019	88681253
14.	EXILE CONTENT, LLC	EXILE CONTENT STUDIO	16-AUG-2022	6821533
15.	ATTN: INC.	ATTN:	20-NOV-2018	5612102
16.	ATTN: INC.	ATTN:	16-AUG-2016	5024219

2. Trademark Applications

	Owner Name	Trademark	Status	Application Date	Application Number
1.	MOONBUG ENTERTAINMENT (LITTLE ANGEL) LLC	BABY JOHN	PENDING Section 44(D) Intent to Use	15-MAR-2022	97313061
2.	MOONBUG ENTERTAINMENT (LITTLE ANGEL) LLC	LITTLE ANGEL	PENDING Section 44(D) Intent to Use	15-MAR-2022	97313090
3.	MOONBUG ENTERTAINMENT (LITTLE ANGEL) LLC	LITTLE WORLD	PENDING Section 44(D) Intent to Use	15-MAR-2022	97312961
4.	TREASURE STUDIO, INC.	COCOMELON	PUBLISHED (PENDING) Intent to Use	05-NOV-2019	88681248
5.	TREASURE STUDIO, INC.	COCOMELON	PUBLISHED (PENDING) Intent to Use	05-NOV-2019	88681253
6.	TREASURE STUDIO, INC.	COCOMELON	PUBLISHED (PENDING) Intent to Use	05-NOV-2019	88681262
7.	TREASURE STUDIO, INC.	COCOMELON  COCOMELON	PUBLISHED (PENDING) Intent to Use	05-NOV-2019	88681270
8.	EXILE CONTENT, LLC.	CLUB MUNDO KIDS	PUBLISHED (PENDING) Intent to Use	03-FEB-2021	90507512