

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skydance Productions, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Skydance Development, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Skydance Pictures, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Skydance Animation, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Skydance Television, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Appella Music, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Bellassa Music, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Geostorm Pictures, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Grace and Frankie Productions, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
T5 Acquisition Company, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
T5 Pictures, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
T5 Productions, LLC		03/02/2016	LIMITED LIABILITY COMPANY: LOUISIANA
Calvin Pictures, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Altered Carbon Productions, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Red Mars Productions, LLC		03/02/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		

CH \$115.00 4164976

State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4164976	SKYDANCE PRODUCTIONS
Registration Number:	3856311	SKYDANCE PRODUCTIONS
Registration Number:	4231166	S SKYDANCE PRODUCTIONS
Registration Number:	4775328	SKYDANCE PRODUCTIONS

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202-739-5723

Email: carolyn.himmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 066397.0417

NAME OF SUBMITTER: Carolyn Himmelfarb

SIGNATURE: /Carolyn Himmelfarb/

DATE SIGNED: 03/02/2016

Total Attachments: 10

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

Dated as of March 2, 2016

WHEREAS, Skydance Productions, LLC (the "Borrower") and the Guarantors referred to in the Credit Agreement defined below (such Guarantors, together with the Borrower, each a "Grantor" and collectively the "Grantors") now own or hold and/or 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 filed 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;

WHEREAS, on September 3, 2010, the Borrower, Skydance Media, LLC (the "Parent"), Skydance Development, LLC, for the limited purposes set forth therein ("Skydance Development"), the guarantors referred to therein (the "Original Guarantors"), the lenders referred to therein and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Issuing Bank entered into a Credit, Security, Guaranty and Pledge Agreement, as amended from time to time, the "Original Credit Agreement";

WHEREAS, in connection with the Original Credit Agreement, the Borrower and the Original Guarantors executed a Trademark Security Agreement dated as of September 3, 2010 in favor of the Administrative Agent which was recorded with the U.S. Patent and Trademark Office on September 7, 2010 at 004273/0072 (the "Original Trademark Security Agreement");

WHEREAS, on June 30, 2014, the Borrower, the Parent, the guarantors referred to therein (the "Existing Guarantors"), the lenders referred to therein and JPMorgan Chase Bank, N.A., as Administrative Agent and as Issuing Bank agreed to amend and restate the Original Credit Agreement in its entirety and thereby entered into an Amended and Restated Credit, Security, Guaranty and Pledge Agreement (the Original Credit Agreement, as so amended and restated by such Amended and Restated Credit, Security, Guaranty and Pledge Agreement (as amended from time to time), the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Credit Agreement, the Borrower and the Existing Guarantors agreed to amend and restate the Original Trademark Security Agreement in its entirety and thereby entered into an Amended and Restated Trademark Security Agreement

dated as of June 30, 2014 in favor of the Administrative Agent (the Original Trademark Security Agreement, as so amended and restated by such Amended and Restated Trademark Security Agreement, the "Existing Trademark Security Agreement");

WHEREAS, the parties to the Existing Credit Agreement have agreed to amend and restate the Existing Credit Agreement in its entirety pursuant to that certain Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of March 2, 2016 (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 ascribed to such terms in the Credit Agreement), among the Borrower, the Parent, the Guarantors referred to therein, the Lenders referred to therein and JPMorgan Chase Bank, N.A., as Administrative Agent and as Issuing Bank, under which 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;

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has respectively granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Grantor including, without limitation, all right, title and interest of such Grantor in, to and under all of such Grantor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor, 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 or its obligations under and in connection with its guaranty of the Obligations, as the case may be; and

WHEREAS, in connection with the amendment and restatement of the Existing Credit Agreement, the parties hereto are executing this Second Amended and Restated Trademark Security Agreement to amend and restate the Existing Trademark Security Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the following (all of the following items (i)-(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 such Grantor:

- (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 Grantors 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.

The Grantors agree that if any Person shall do or perform any act which the Administrative Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of the Grantors, the Administrative Agent, or the Lenders, or if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantors (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 steps and institute such suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act 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 hereto. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of any of the Grantors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Grantors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Grantors agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantors' 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. The Grantors and the Administrative Agent 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 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 Second 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 and performed in full, the Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to the Grantors, at the Grantors' request and sole cost and 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.

So long as no Event of Default (or Default under Section 7.1(i) of the Credit Agreement) shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents executed by the Grantors, the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS 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.

This Second Amended and Restated Trademark Security 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. Delivery of an executed counterpart of a signature page of this Second Amended and Restated Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File (“TIFF”), Portable Document Format (“PDF”) or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Second Amended and Restated Trademark Security Agreement. This Second Amended and Restated Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Second Amended and Restated Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Second Amended and Restated Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Second Amended and Restated Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Second Amended and Restated Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Second Amended and Restated Trademark Security Agreement 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.

No amendment, modification, rescission, waiver or release of any provision of this Second Amended and Restated Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent

(whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Second Amended and Restated Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Second Amended and Restated Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Grantors (including their respective successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Second Amended and Restated Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

The parties hereto hereby acknowledge and agree that (a) this Second Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement and 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 the Existing Trademark Security Agreement or this Second Amended and Restated Trademark Security Agreement, and (c) the Existing Trademark Security Agreement and all security interests previously created and/or perfected by or under the Existing Trademark Security Agreement are in all respects continuing, including, without limitation, with respect to the timing of filing with the relevant Secretary of State, notwithstanding the amendment and restatement of the Existing Credit Agreement and the execution of this Second Amended and Restated Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Second Amended and Restated Trademark Security Agreement to be duly executed by its respective duly Authorized Officer as of the date first set forth above.

GRANTORS:

SKYDANCE PRODUCTIONS, LLC
SKYDANCE DEVELOPMENT, LLC
SKYDANCE PICTURES, LLC
SKYDANCE ANIMATION, LLC
SKYDANCE TELEVISION, LLC
APPELLA MUSIC, LLC
BELLASSA MUSIC, LLC
GEOSTORM PICTURES, LLC
GRACE AND FRANKIE PRODUCTIONS, LLC
T5 ACQUISITION COMPANY, LLC
T5 PICTURES, LLC
T5 PRODUCTIONS, LLC
CALVIN PICTURES, LLC
ALTERED CARBON PRODUCTIONS, LLC
RED MARS PRODUCTIONS, LLC

By: 

Name:

Title:

LARRY WASSERMAN
CFO

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA


COUNTY OF Los Angeles

On March 2, 2016, before me, Jessica Killam, Notary Public, personally appeared Larry Wasserman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  [SEAL]

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent


By: 
Name: _____
Title: **Patrick Minnick**
Vice President

Signature Page to Second Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 005744 FRAME: 0420

Schedule A
to Trademark Security Agreement

REGISTERED TRADEMARKS:

Trademark	Owner	Class(es)	Registration No.	Registration Date	Material licenses, material sublicenses or material agreements
SKYDANCE PRODUCTIONS	Skydance Productions, LLC	IC 036	4164976	6/26/12	None
SKYDANCE PRODUCTIONS	Skydance Productions, LLC	IC 041	3856311	10/5/10	None
 SKYDANCE PRODUCTIONS	Skydance Productions, LLC	IC 036 and 041	4231166	10/23/12	None
SKYDANCE PRODUCTIONS	Skydance Productions, LLC	IC 009 and 041	4775328	7/21/15	None

TRADEMARK LICENSES

None.