

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 2 to the Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Last Gang Records, Inc.		08/22/2016	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited		
Street Address:	1 KING'S ARMS YARD, THIRD FLOOR		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	EC2R 7AF		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3426829	LAST GANG RECORDS	
Registration Number:	3426830	US AGAINST THE WORLD	
Registration Number:	4681062		
Registration Number:	3426831	LAST GANG RECORDS	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5723		
Email:	carolyn.himmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Carolyn Himmelfarb		
SIGNATURE:	/Carolyn Himmelfarb/		
DATE SIGNED:	09/09/2016		
Total Attachments: 6			
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SUPPLEMENT NO. 2 TO THE TRADEMARK SECURITY AGREEMENT

Dated as of August 22, 2016

WHEREAS, pursuant to that certain Instrument of Assumption and Joinder dated as of August 22, 2016, Last Gang Records Inc., an Ontario corporation has, among other things, become a Guarantor (as defined therein) under that certain Credit and Guaranty Agreement dated as of December 11, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time) (the "Credit Agreement"), among (i) Entertainment One UK Holdings Limited, Earl Street Capital, Inc., and 4384768 Canada Inc., as borrowers (the "Borrowers"), (ii) the guarantors named therein (the "Guarantors", and together with the Borrowers, the "Credit Parties"), (iii) the lenders named therein, (iv) JPMorgan Chase Bank, N.A., as administrative agent and as issuing bank, (v) J.P. Morgan Europe Limited, as sterling agent and (vi) JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian agent;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of December 11, 2015 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement or in the Trademark Security Agreement (defined below) (as applicable)) among the Borrowers, the Guarantors and Wilmington Trust (London) Limited, as Security Agent (the "Security Agent"), such Credit Parties have granted to the Security Agent (for the benefit of the Secured Parties) a security interest in all Collateral of such Credit Party whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of such Credit Party in, to and under any trademark or trademark license, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Secured Obligations;

WHEREAS, certain of the Credit Parties are a party to a Trademark Security Agreement dated as of December 11, 2015 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each such Credit Party (each, a "Pledgor", and collectively, the "Pledgors") has granted to the Security Agent (for the benefit of the Secured Parties), as security for the Secured Obligations, a continuing security interest in all of such Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to therein and herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of such Pledgor:

(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 thereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed thereto, 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 such Pledgor 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;

but excluding, notwithstanding anything in the Credit Agreement, the Trademark Security Agreement or herein to the contrary: (i) any “intent-to-use” trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office or any intellectual property if the grant of a security interest therein would result in the cancellation or voiding of such intellectual property by the applicable Governmental Authority, (ii) intellectual property (or rights thereto) which is not owned solely by the Credit Parties, (iii) Equity Interests expressly excluded from the definition of Pledged Securities or (iv) any agreement to which any Pledgor is a party, only to the extent and for so long as the terms of such agreement or any requirement of Applicable Law (x) validly prohibit the creation by such Pledgor of a security interest in such agreement in favor of the Security Agent (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other Applicable Law (including the Bankruptcy Code) or principles of equity) or (y) would result in a termination pursuant to the terms of any such agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity), in each case unless and until any required consents are obtained, provided however that Trademark Collateral shall include, and the security interest granted in the Trademark Collateral shall attach to, any proceeds, substitutions or replacements of any such excluded items referred to therein unless such proceeds, substitutions or replacements would constitute excluded items under the Credit Agreement or thereunder.

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all of the Trademark Collateral as it is currently registered with the United States Patent and Trade Office (the “USPTO”);

THEREFORE,

A. The undersigned Pledgor does hereby grant to the Security Agent (for the benefit of the Secured Parties), as security for the Secured Obligations, a continuing security interest in and to all of its right, title and interest in and to each and every item of Trademark Collateral as it is being added to Schedule A to the Trademark Security Agreement pursuant to paragraph B below and all of such Pledgor’s right, title and interest in, to and under the Trademark Collateral, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in its possession, including with respect to each and every item of trademark and trademark license, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to add the trademarks listed on Annex A attached hereto.

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 Pledgors.

The execution and filing of this Trademark Security Agreement Supplement is not intended by the parties to derogate from, or extinguish, any of the Security 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 Pledgor and heretofore recorded or submitted for recording in the USPTO or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

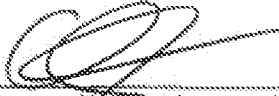
THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER 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, the undersigned Pledgor has caused this Supplement No. 2 to the Trademark Security Agreement to be duly executed by its respective duly Authorized Officer as of the date first set forth above.

Last Gang Records Inc.

By: 
Name: Christopher Taylor
Title: President

[Signature Page to Supplement No. 2 to the Trademark Security Agreement]

TRADEMARK
REEL: 005873 FRAME: 0245

Province

STATE OF Ontario)

: ss.:

COUNTY OF Toronto)

city

On this the 23rd day of June, 2016, before me,
Melissa Taylor, the undersigned Solicitor, personally appeared
Christopher Taylor,

personally known to me,




proved to me on the basis of satisfactory evidence, to be the
President of the company known as Last Gang Records Inc.
(the "Company") who executed the foregoing instrument on behalf of the Company and
acknowledged that the Company executed it pursuant to a resolution of its Board of Directors (or
equivalent body).

WITNESS my hand and official seal.


Solicitor

[Signature Page to Supplement No. 2 to the Trademark Security Agreement]

Annex A

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
LAST GANG RECORDS US AGAINST THE WORLD		3,426,829		5/13/2008	Active	USA	N/A
		3,426,830		5/13/2008	Active	USA	N/A
		4,681,062		2/3/2015	Active	USA	N/A
 LAST GANG RECORDS		3,426,831		5/13/2008	Active	USA	N/A