

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Subordinated facility)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STX Financing, LLC		10/07/2016	Limited Liability Company:
Surreal, Inc.		10/07/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Fish Blue Fish, LLC		
<b>Street Address:</b>	101 South Reid Street, Suite 307 (Office 313)		
<b>City:</b>	Sioux Falls		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4984306	STX ENTERTAINMENT	
<b>Registration Number:</b>	4984305	STX ENTERTAINMENT	
<b>Registration Number:</b>	5028039	STX ENTERTAINMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	62912-30020		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	10/10/2016		
<b>Total Attachments: 12</b>			

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The security interests evidenced by this agreement are subordinated to other security interests pursuant to, and to the extent provided in, and are otherwise subject to the terms of, the Amended and Restated Subordination and Intercreditor Agreement dated as of October 7, 2016 by and among STX Financing, LLC, as Borrower, its subsidiaries party thereto, Red Fish Blue Fish, LLC, as Subordinated Agent (as defined therein), JPMorgan Chase Bank, N.A., as administrative agent under the Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of October 7, 2016, and Seer Capital Partners Master Fund L.P., as administrative agent under the Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement (P&A Facility) dated as of October 7, 2016.

TRADEMARK SECURITY AGREEMENT  
(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)  
(SUBORDINATED FACILITY)

Dated as of October 7, 2016

WHEREAS, each of STX Financing, LLC and Surreal, Inc. (collectively, “Grantor”), now owns or holds and 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, pursuant to that certain Second Amended and Restated Subordinated Credit, Security, Guaranty and Pledge Agreement, dated as of October 7, 2016 (as may be amended, amended and restated, 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 set forth in the Credit Agreement) among STX Financing, LLC, as Borrower, Surreal, Inc., as a Guarantor, the other Guarantors referred to therein, STX Filmworks, Inc., as Parent, the Lenders referred to therein and Red Fish Blue Fish, LLC, as Administrative Agent, the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all of 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 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, with respect to STX Financing, LLC, the Obligations, and with respect to Surreal, Inc., its obligations under and in connection with its guaranty of the Obligations; and

WHEREAS, the Administrative Agent and Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in and to all of 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 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 Grantor 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.

Notwithstanding the foregoing or any contrary provision herein or in any other Fundamental Document, Collateral shall not include (a) any assets of a CFC or FSHCO, (b) any contract or agreement to which a Grantor is a party if and to the extent such contract or agreement is subject to express contractual provisions prohibiting the creation of a security interest in the right, title or interest of such Grantor therein and such creation would, in and of itself, cause or result in a default thereunder enabling another Person party to such contract or agreement to terminate the same or enforce material remedies thereunder; except in each case to the extent that (i) such prohibition has been waived or such other Person has otherwise consented to the creation hereunder of a security interest in such contract or agreement, or (ii) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity and provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, such Grantor shall be automatically deemed to have granted a security interest hereunder to the Administrative Agent (for the benefit of the Secured Parties) in, all of its rights, title and interest in and to such

contract or agreement as if such provision had never been in effect, (c) any voting Equity Interests issued by a CFC or FSHCO, in each case, to any Grantor in excess of 65% of the issued and outstanding voting Equity Interests in such CFC or FSHCO, or (d) any "intent to use" trademark application for which a statement of use has not been filed with the U.S. Patent and Trademark Office, but only to the extent that the grant of a Lien thereon would invalidate such trademark application. In addition, the exclusion in clause (b) of the foregoing proviso shall in no way be construed so as to limit, impair or otherwise affect the Administrative Agent's unconditional continuing security interest in and to (x) all rights, title and interests of each Grantor in or to any rights to payment or other rights to receive monies due or to become due under any such contract or agreement and in any such monies and other proceeds of such contract or agreement, or (y) all rights, title and interests of each Grantor in or to any Item of Product to which such contract or agreement relates, including any copyright therein or proceeds therefrom, except, in the case of clause (y) but not clause (x), to the extent such contract or agreement contains an express and enforceable contractual provision(s) prohibiting the creation of a security interest in the right, title or interest of such Grantor therein or such creation would, in and of itself, cause or result in a default thereunder enabling another Person party to such contract or agreement to terminate the same or enforce material remedies thereunder.

Grantor agrees 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 Grantor, 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 Grantor (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. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of Grantor or in the names of the parties jointly. The Administrative Agent hereby agrees to give Grantor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and Grantor 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 Grantor's 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. Grantor 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 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 in full and performed, the Administrative Agent (on behalf of the

Secured Parties) shall execute and deliver to Grantor, at Grantor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or advisable 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 shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, 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 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 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 Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this 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 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 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 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 Grantor. Any

waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This 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 Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by Grantor (including its 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 Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Page Follows]

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

GRANTORS:

STX FINANCING, LLC

By: 

Name: Noah Fogelson

Title: EVP, Corporate Strategy and General Counsel

SURREAL, INC.

By: 

Name: Noah Fogelson

Title: EVP, Corporate Strategy and General Counsel

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005895 FRAME: 0968**



**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

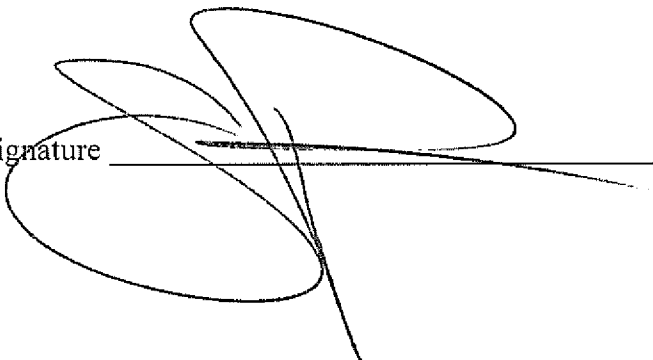
COUNTY OF Los Angeles

On October 3, 2016, before me, Stephanie Lauren Rosu, Notary Public, personally appeared Noah Todd Fogelson 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.

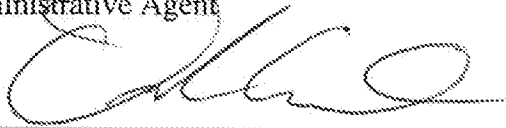
WITNESS my hand and official seal.

Signature \_\_\_\_\_ [SEAL]



Accepted:

RED FISH BLUE FISH, LLC,  
as Administrative Agent

By: 

Name: Derek Arend  
Title: President

TRADEMARKS

**Registrations:**

<b>Credit Party</b>	<b>Country</b>	<b>Trademark</b>	<b>Reg. No. Reg. Date</b>
STX Financing, LLC	Australia	<b>STX ENTERTAINMENT</b>	1703607 5/4/16
STX Financing, LLC	EU	<b>STX ENTERTAINMENT</b>	14300651 10/28/15
STX Financing, LLC	Mexico	<b>STX ENTERTAINMENT</b>	1584060 10/23/15
STX Financing, LLC	Mexico	<b>STX ENTERTAINMENT</b>	1584061 10/23/15
STX Financing, LLC	New Zealand	<b>STX ENTERTAINMENT</b>	1022427 1/6/16
STX Financing, LLC	Taiwan	<b>STX ENTERTAINMENT</b>	1756952 2/16/16
STX Financing, LLC	Taiwan	<b>STX 娱乐</b>	1756951 2/16/16
STX Financing, LLC	United States	<b>STX</b> ENTERTAINMENT	4984306 6/21/16
STX Financing, LLC	United States	<b>STX ENTERTAINMENT</b>	4984305 6/21/16
STX Financing, LLC	United States	<b>STX ENTERTAINMENT (animated logo)</b>	5028039 8/23/2016

**Applications:**

<b>Credit Party</b>	<b>Country</b>	<b>Trademark</b>	<b>App. No. Filing Date</b>
STX Financing, LLC	Brazil	STX ENTERTAINMENT	909606625 6/30/15
STX Financing, LLC	Brazil	STX ENTERTAINMENT	909606790 6/30/15
STX Financing, LLC	Brazil	STX ENTERTAINMENT	909606820 6/30/15
STX Financing, LLC	Brazil	STX ENTERTAINMENT	909606951 6/30/15
STX Financing, LLC	Canada	STX ENTERTAINMENT	1735325 6/30/15
STX Financing, LLC	China	STX ENTERTAINMENT	17400570 7/10/15
STX Financing, LLC	China	STX ENTERTAINMENT	17400568 7/10/15
STX Financing, LLC	China	STX ENTERTAINMENT	17400567 7/10/15
STX Financing, LLC	China	STX 娱乐	17400566 7/10/15
STX Financing, LLC	China	STX 娱乐	17400986 7/10/15
STX Financing, LLC	China	STX 娱乐	17400985 7/10/15
STX Financing, LLC	Hong Kong	STX ENTERTAINMENT	303462633 7/3/15
STX Financing, LLC	Hong Kong	STX 娛樂 STX 娱乐	303462624 7/3/15
STX Financing, LLC	India	STX ENTERTAINMENT	3000898 7/2/15
STX Financing, LLC	Japan	STX ENTERTAINMENT	2015-062542 7/1/15
STX Financing,	Korea	STX ENTERTAINMENT	45-2015-5945

<b>Credit Party</b>	<b>Country</b>	<b>Trademark</b>	<b>App. No. Filing Date</b>
LLC			6/30/15
STX Financing, LLC	Mexico	<b>STX ENTERTAINMENT</b>	1639890 7/31/15
STX Financing, LLC	Mexico	<b>STX ENTERTAINMENT</b>	1639895 7/31/15
STX Financing, LLC	Russia	<b>STX ENTERTAINMENT</b>	2015-720740 7/7/15

TRADEMARK LICENSES

None.