

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451615

<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>
STUDIO 71 (CANADA), INC.		11/17/2017	Corporation: CALIFORNIA
8383 PRODUCTIONS, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
DIGITAL AIR LLC		11/17/2017	Limited Liability Company: CALIFORNIA
DIGITAL ATOMS, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
DIGITAL BYTES, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
DIGITAL CACOPHONY, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
DIGITAL DIFFUSION, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
DIGITAL FIRE LLC		11/17/2017	Limited Liability Company: CALIFORNIA
DIGITAL ECHO, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
FOURTEENTH HOUR PRODUCTIONS, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
THE FRED CHANNEL		11/17/2017	Limited Liability Company: CALIFORNIA
NODE PRODUCTIONS, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
PAVE NETWORK, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
PRANK FILM, LLC		11/17/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAST WEST BANK		
<b>Street Address:</b>	9378 WILSHIRE BLVD., SUITE 100		
<b>City:</b>	BEVERLY HILLS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<b>Entity Type:</b>	Corporation: CALIFORNIA		

CH \$40.00 86432999

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86432999	NATURAL BORN PRANKSTERS

**CORRESPONDENCE DATA****Fax Number:** 8585506420*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:** 858-550-6433**Email:** jmfitzpatrick@cooley.com**Correspondent Name:** JENNIFER FITZPATRICK**Address Line 1:** C/O COOLEY LLP**Address Line 2:** 4401 EASTGATE MALL**Address Line 4:** SAN DIEGO, CALIFORNIA 92121**ATTORNEY DOCKET NUMBER:** 300614-172 Studio 71**NAME OF SUBMITTER:** JENNIFER FITZPATRICK**SIGNATURE:** /JENNIFER FITZPATRICK/**DATE SIGNED:** 11/20/2017**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Agreement**”) is entered into as of November 17, 2017 by and among EAST WEST BANK (“**Bank**”) STUDIO 71 (CANADA), INC., a California corporation (“**Canada**”), 8383 PRODUCTIONS, LLC, a California limited liability company (“**8383**”), DIGITAL AIR LLC, a California limited liability company (“**Air**”), DIGITAL ATOMS, LLC, a California limited liability company (“**Atoms**”), DIGITAL BYTES, LLC, a California limited liability company (“**Bytes**”), DIGITAL CACOPHONY, LLC, a California limited liability company (“**Cacophony**”), DIGITAL DIFFUSION, LLC, a California limited liability company (“**Diffusion**”), DIGITAL ECHO, LLC, a California limited liability company (“**Echo**”), DIGITAL FIRE LLC, a California limited liability company (“**Fire**”), FOURTEENTH HOUR PRODUCTIONS, LLC, a California limited liability company (“**14<sup>th</sup> Hour**”), THE FRED CHANNEL, LLC, a California limited liability company (“**Fred**”), NODE PRODUCTIONS, LLC, a California limited liability company (“**Node**”), PAVE NETWORK, LLC, a California limited liability company (“**Pave**”), and PRANK FILM, LLC, a California limited liability company (“**Prank**”; with Canada, 8383, Air, Atoms, Bytes, Cacophony, Diffusion, Echo, Fire, 14<sup>th</sup> Hour, Fred, Node and Pave, collectively the “**Grantors**” and each a “**Grantor**”).

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to STUDIO 71, LP (the “**Borrower**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of each Grantor under the Loan Agreement.

**B.** Pursuant to the terms of that certain Unconditional Guaranty dated as of the date hereof executed by Grantors in favor of Bank (as the same may be amended, modified or supplemented from time to time, the “**Guaranty**”) and that certain Security Agreement dated as of the date hereof by and between Grantors and Bank (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”), each Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and any other Loan Document now existing or hereafter arising between Grantor and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Guaranty and Security Agreement and under any other Loan Document now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Guaranty or Security Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, the Guaranty or Security Agreement or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan

Agreement, the Guaranty or Security Agreement or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or, in the case of Patents and Copyrights, filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantors:

8383 Wilshire Blvd., Suite 1050  
Beverly Hills, CA 90211

STUDIO 71 (CANADA), INC.

By: \_\_\_\_\_

Name: Reza Izad

Title: CEO

8383 PRODUCTIONS, LLC

By: \_\_\_\_\_

Name: Reza Izad

Title: CEO of Sole Member & Manager

DIGITAL AIR LLC

By: \_\_\_\_\_

Name: Reza Izad

Title: CEO of Sole Member & Manager

DIGITAL ATOMS, LLC

By: \_\_\_\_\_

Name: Reza Izad

Title: CEO of Sole Member & Manager

DIGITAL BYTES, LLC

By: \_\_\_\_\_


Name: Reza Izad

Title: CEO of Sole Member & Manager

[Signature Page to Intellectual Property Security Agreement - Guarantors]

**GRANTOR:**


DIGITAL CACOPHONY, LLC

By: 

Name: Reza Izad

Title: CEO of Sole Member & Manager

DIGITAL DIFFUSION, LLC

By: 

Name: Reza Izad

Title: CEO of Sole Member & Manager

DIGITAL ECHO, LLC

By: 

Name: Reza Izad

Title: CEO of Sole Member & Manager

DIGITAL FIRE LLC

By: 

Name: Reza Izad

Title: CEO of Sole Member & Manager

FOURTEENTH HOUR PRODUCTIONS, LLC

By: 

Name: Reza Izad

Title: CEO of Sole Member & Manager

GRANTOR:

THE FRED CHANNEL, LLC

By: \_\_\_\_\_

Name: Reza Izad

Title: CEO of Sole Manager

NOISE PRODUCTIONS, LLC

By: \_\_\_\_\_

Name: Reza Izad

Title: CEO of Sole Member & Manager

PAVE NETWORK, LLC

By: \_\_\_\_\_

Name: Reza Izad

Title: CEO of Sole Member & Manager

FRANK FILM, LLC

By: \_\_\_\_\_

Name: Reza Izad

Title: CEO of Sole Member & Manager

[Signature Page to Intellectual Property Security Agreement - Guarantors]

**BANK:**

Address of Bank:

9378 Wilshire Blvd., Suite 100  
Beverly Hills, CA 90212

Attn: Everardo Gomez

**EAST WEST BANK**

By: *Everardo Gomez*  
Name: Everardo Gomez  
Title: FVP

[Signature Page to Intellectual Property Security Agreement - Guarantors]



**EXHIBIT A****Copyrights**

<b>Owner</b>	<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
8383 Productions LLC	S-VHS	PAu003656390	01/09/13
8383 Productions LLC	V/H/S	PAu003645720	06/14/12
8383 Productions LLC	V/H/S	PAu003623984	05/03/12
8383 Productions LLC	V/H/S/2.	PAu003659771	01/17/13
8383 Productions LLC	V/H/S Viral.	PAu003775041	11/07/14
8383 Productions LLC	V/H/S/ Viral.	PA0001912938	06/20/14
Digital Air LLC	GOLD RUSH	TXu001969673	11/03/15
Digital Air LLC	LifeLine	TXu002036909	01/10/17
Digital Atoms, LLC	Doin' Time! Uncut.	PAu003852675	08/10/16
Digital Bytes, LLC	Maximum Ride	PAu003826598	04/19/16
Digital Bytes, LLC	Maximum Ride	PAu003823480	04/13/16
Digital Bytes, LLC	Maximum Ride: The Angel Experiment	PAu003800760	09/30/15
Digital Bytes, LLC	Siren.	TXu001967916	04/23/15
Digital Echo, LLC	Be Somebody	PAu003826597	04/11/16
Digital Echo, LLC	Be Somebody	PAu003822609	04/04/16
Prank Films LLC	Natural Born Pranksters	PA0002028912	04/20/16
Prank Films LLC	Natural Born Pranksters	PRE000008342	09/11/15

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
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**EXHIBIT C**

**Trademarks**

<b>Owner</b>	<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
Prank Film, LLC	NATURAL BORN PRANKSTERS	86/432,999	10/23/14