

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		08/27/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sayonara, LLC		
Street Address:	101 Ygnacio Valley Road, Suite 320		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5174613	ANNAPURNA PICTURES	
Registration Number:	5558298	A	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	310-282-2000 x2240		
Email:	trademarks@loeb.com		
Correspondent Name:	Aleson Clarke		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
NAME OF SUBMITTER:	Aleson Clarke		
SIGNATURE:	/Aleson Clarke/		
DATE SIGNED:	04/12/2020		
Total Attachments: 5			
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ASSIGNMENT OF
TRADEMARK SECURITY AGREEMENT

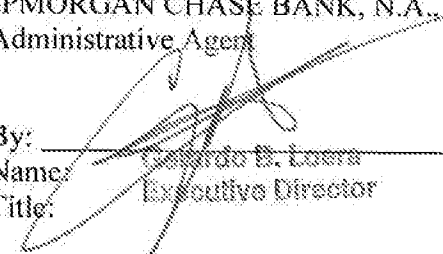
Reference is hereby made to that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of August 4, 2017, by ANNAPURNA PRODUCTIONS, LLC (“Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (“Resigning Administrative Agent”), which Agreement was filed with the U.S. Patent and Trademark Office on August 7, 2017 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Trademark Security Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Trademark Security Agreement), pursuant to which Grantor granted to Resigning Administrative Agent a security interest in and to all of Grantors’ right title and interest in and to, inter alia, 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, currently existing or hereafter arising, adopted or acquired and whether or not in possession of the 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 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.

Resigning Administrative Agent hereby assigns to SAYONARA, LLC (“New Administrative Agent”), and all of its successors and assigns, all of Resigning Administrative Agent’s right, title and interest in and to the collateral subject to said Trademark Security Agreement (including, without limitation, the Trademark Collateral) and all documents heretofore executed in favor of Resigning Administrative Agent by any third party insofar as such documents affect or pertain to said collateral.

IN WITNESS WHEREOF, Resigning Administrative Agent has executed this
Assignment of Trademark Security Agreement as of August 27, 2019.

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

By: 
Name: Fernando B. Lopez
Title: Executive Director

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

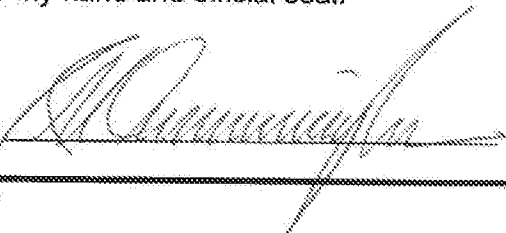
On October 31, 2019 before me, J.M. Cunningham
(insert name and title of the officer)

personally appeared Gerardo B Loera
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.

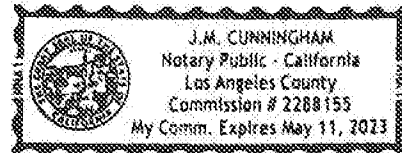
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
USA	Annapurna Productions, LLC	86918165	5174613	April 4, 2017	ANNAPURNA PICTURES
USA	Annapurna Productions, LLC	87260888	5558298	September 11, 2018	ANNAPURNA LOGO

TRADEMARK LICENSES

None.