

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617570

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Third 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		12/23/2020	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	2029 Century Park East, 38th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	national association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4164976	SKYDANCE PRODUCTIONS
Registration Number:	3856311	SKYDANCE PRODUCTIONS
Registration Number:	4775328	SKYDANCE PRODUCTIONS
Registration Number:	5433657	SKYDANCE PRODUCTIONS
Registration Number:	4231166	S SKYDANCE PRODUCTIONS
Registration Number:	5291330	SKYDANCE TELEVISION
Registration Number:	5176729	GRACE AND FRANKIE
Registration Number:	5967707	UNCHARTED A SKYDANCE PRODUCTION
Registration Number:	6053525	SKYDANCE

## CORRESPONDENCE DATA

Fax Number: 2138918763

*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.*

Email: rhonda.deleon@lw.com

Correspondent Name: Latham &amp; Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

OP \$240.00 4164976

<b>ATTORNEY DOCKET NUMBER:</b>	055920-0009
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	12/30/2020

**Total Attachments: 12**

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

Dated as of December 23, 2020

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 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 by the Grantors;

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 Reel/Frame 4273/0072 (the “Original Trademark Security Agreement”);

WHEREAS, on June 30, 2014, the Borrower, the Parent, the guarantors referred to therein (including Skydance Development) (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 “First Amended and Restated Credit Agreement”);

WHEREAS, in connection with the First Amended and Restated 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 (as supplemented from time to time) in favor of the

Administrative Agent (the Original Trademark Security Agreement, as so amended and restated by such Amended and Restated Trademark Security Agreement (as supplemented from time to time), the “First Amended and Restated Trademark Security Agreement”);

WHEREAS, on March 2, 2016, the parties to the First Amended and Restated Credit Agreement agreed to further amend and restate the Original Credit Agreement in its entirety and thereby entered into a Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement (the First Amended and Restated Credit Agreement, as so amended and restated by such Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement (as amended from time to time), the “Second Amended and Restated Credit Agreement”);

WHEREAS, in connection with the Second Amended and Restated Credit Agreement, the parties to the First Amended and Restated Trademark Security Agreement agreed to further amend and restate the Original Trademark Security Agreement in its entirety and thereby entered into a Second Amended and Restated Trademark Security Agreement dated as of March 2, 2016 (as supplemented from time to time) in favor of the Administrative Agent, which was recorded with the U.S. Patent and Trademark Office on March 2, 2016 at Reel/Frame 5744/0411 (the First Amended and Restated Trademark Security Agreement, as so amended and restated by such Second Amended and Restated Trademark Security Agreement (as supplemented from time to time), the “Second Amended and Restated Trademark Security Agreement”);

WHEREAS, in connection with the Second Amended and Restated Credit Agreement, Skydance Animation, LLC entered into a Trademark Security Agreement dated October 31, 2016 in favor of the Administrative Agent, which was recorded with the U.S. Patent and Trademark Office on November 3, 2016 at Reel/Frame 5913/0755 and Skydance Productions, LLC entered into a Trademark Security Agreement dated as of August 17, 2017 in favor of the Administrative Agent, which was recorded with the U.S. Patent and Trademark Office on August 22, 2017 at Reel/Frame 6140/0287 (together, the “Other Trademark Security Agreements”);

WHEREAS, the parties to the Second Amended and Restated Credit Agreement have now agreed to amend and restate the Second Amended and Restated Credit Agreement in its entirety pursuant to that certain Third Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of December 23, 2020 (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, Skydance Media, LLC, as Parent, the Guarantors referred to therein, the Lenders referred to therein (the “Lenders”) 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 accounts of the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has 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 Credit Agreement, the parties hereto are executing this Third Amended and Restated Trademark Security Agreement to further amend and restate the Second Amended and Restated Trademark Security Agreement and the Other Trademark Security Agreements in their 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, currently 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.

Each 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 such 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 such 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 such Grantor or in the names of the parties jointly. The Administrative

Agent hereby agrees to give such Grantor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such 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 such 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. 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 Third 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 in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to the Grantors, at the Grantors' request 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 THIRD 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 Third 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 Third 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 Third Amended and Restated Trademark Security Agreement. This Third 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 Third Amended and Restated Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Third Amended and Restated Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Third 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 Third 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 Third 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 Third 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 Third 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 Third 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 Third 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 Third Amended and Restated Trademark Security Agreement constitutes a collective amendment and restatement of each of the Second Amended and Restated Trademark Security Agreement and the Other Trademark Security Agreements and is being entered into in connection with an amendment and restatement of the Second Amended and Restated Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Second Amended and Restated Credit Agreement does not constitute a novation or termination of the underlying obligations secured by the Second Amended and Restated Trademark Security Agreement, either Other Trademark Security Agreements or this Third Amended and Restated Trademark Security Agreement, and (c) each of the Second Amended and Restated Trademark Security Agreement and the Other Trademark Security Agreements and all security interests previously created and/or perfected by or under the

Second Amended and Restated Trademark Security Agreement and the Other Trademark Security Agreements are in all respects continuing, including with respect to the timing of filing with the U.S. Patent and Trademark Office and the relevant Secretary of State, notwithstanding the amendment and restatement of the Second Amended and Restated Credit Agreement and the Other Trademark Security Agreements and the execution of this Third Amended and Restated Trademark Security Agreement.

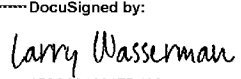
[Signature Pages Follow]



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

**GRANTORS:**

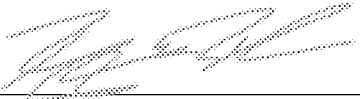
SKYDANCE PRODUCTIONS, LLC  
SKYDANCE DEVELOPMENT, LLC  
SKYDANCE PICTURES, LLC  
SKYDANCE ANIMATION, LLC  
SKYDANCE TELEVISION, LLC  
APPELLA MUSIC, LLC  
BELLASSA MUSIC, LLC  
GEOSTORM PICTURES, LLC  
GRACE AND FRANKIE PRODUCTIONS, LLC  
T5 ACQUISITION COMPANY, LLC  
T5 PICTURES, LLC  
CALVIN PICTURES, LLC  
ALTERED CARBON PRODUCTIONS, LLC  
TEN DAYS PRODUCTIONS, LLC  
DIETLAND PRODUCTIONS, LLC  
BERMUDA PICTURES, LLC  
PARADOX PICTURES, LLC  
LUCK PICTURES, LLC  
GEMINI PICTURES, LLC  
SPLIT PICTURES, LLC  
GEMINI PICTURES NEW YORK, LLC  
BONEYARD PICTURES, LLC  
SD FOUNDATION PRODUCTIONS, LLC  
JACK REACHER PRODUCTIONS, LLC  
NIGHTHAWK PICTURES, LLC  
NIGHTHAWK PICTURES NEW YORK, LLC  
INWOOD PICTURES, LLC  
SKYDANCE ANIMATION TELEVISION, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Larry Wasserman  
Title: CFO

Signed and all signatures are valid.

ACCEPTED:

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

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



Name: Ryan Becker

Title: Associate

Schedule A  
to Trademark Security Agreement

TRADEMARKS

**Skydance Productions, LLC**

Trademark	Country	Class(es)	Registration No.	Registration Date
SKYDANCE PRODUCTIONS	<u>United States</u>	IC 036	4164976	6/26/12
SKYDANCE PRODUCTIONS	<u>United States</u>	IC 041	3856311	10/5/10
SKYDANCE PRODUCTIONS	<u>United States</u>	IC 009 IC 041	4775328	7/21/15
SKYDANCE PRODUCTIONS	<u>United States</u>	IC 009	5433657	3/27/18
	<u>United States</u>	IC 036 IC 041	4231166	10/23/12
SKYDANCE TELEVISION	<u>United States</u>	IC 009 IC 041	5291330	9/19/17
GRACE AND FRANKIE	<u>United States</u>	IC 009 IC 041	5176729	4/4/17
	<u>United States</u>	IC 041	5967707	1/21/20
SKYDANCE	<u>United States</u>	IC 09 IC 036 IC 041	6053525	5/12/20
ALTERED CARBON	European Union	9, 41	EU018159629	22-May-2020
ALTERED CARBON	United Kingdom	9, 41	3466497	08-Aug-2020
SKYDANCE	China	28	24542098	07-Jul-2018
SKYDANCE	China	9	24542099A	07-Oct-2018
SKYDANCE	Hong Kong	9, 28, 41	304179628	29-Oct-2020
SKYDANCE	Japan	9, 28, 41, 42	6049682	08-Jun-2018

SKYDANCE	South Korea	9, 28, 41	40-1382486	30-Jul-2018
SKYDANCE	Mexico	9	1901676	17-Jul-2018
SKYDANCE	Taiwan	9, 28, 41	01934241	16-Aug-2018
SKYDANCE (Chinese Characters - Tian Kong Zhi Wu)	China	41	31756544	21-Mar-2019
SKYDANCE (Chinese Characters - Tian Kong Zhi Wu)	China	28	31756541	14-Jun-2019
SKYDANCE (Chinese Characters - Tian Kong Zhi Wu)	China	9	31756542	07-Nov-2019
SKYDANCE (Chinese Characters - Tian Kong Zhi Wu)	China	9	1013631	23-Jan-2019

**Skydance Animation, LLC**

<b>Trademark</b>	<b>Country</b>	<b>Class(es)</b>	<b>Registration No.</b>	<b>Registration Date</b>
WISH FACTORY	<u>United States</u>	IC 028	4265227	12/25/12

TRADEMARK LICENSES

**Material Licenses, Material Sublicenses or Material Trademark Agreements**

<b>Date</b>	<b>Opposing Party</b>	<b>Skydance Party</b>	<b>Mark</b>	<b>Material Terms/Continuing Obligations</b>
August 25, 2016	Uncharted, LLC	Skydance Productions, LLC	UNCHARTED	Skydance will not use or register UNCHARTED or UNCHARTED A SKYDANCE PRODUCTION in connection with documentary travel, exploration, or adventure media. Skydance will use UNCHARTED only in connection with A SKYDANCE PRODUCTION in connection with certain online media related to travel. Skydance consents to Uncharted's use of UNCHARTED in connection with certain listed services.
October 7, 2019	Kala Elliott	Skydance Productions, LLC	ALTERED CARBON	Skydance consents to Elliott's use and registration of CARBON.
October 28, 2019	Easebon Services, Ltd.	StudioCanal S.A.S. and Skydance Productions, LLC	TERMINATOR	Skydance (and StudioCanal) may use and register TERMINATOR except in connection with water toys which use Easebon's trade dress. Skydance agrees not to contest Easebon's use or registration of TERMINATOR in connection with water squirting toys.
January 16, 2020	Karl Storz Se & Co. KG	Skydance Productions, LLC	"S" Logo (China Application No. 32370010)	Karl Storz letter of consent to Skydance's application for registration in China in light of block by Karl Storz's similar registered mark cited by China IP Office. There are no obligations on Skydance under this letter of consent.

Skydance has certain rights to use the Terminator mark pursuant to the following agreements:

1. Assignment and Assumption Agreement, dated as of September 2013, by and between Annapurna Productions, LLC and T5 Acquisition Company, LLC

2. Assignment, Assumption and Amendment Agreement, dated as of June 7, 2013, by and between PFT Media Holdings, LLC, T5 Acquisition Company, LLC and StudioCanal S.A.
3. Binding Term Sheet, dated as of November 2, 2012, by and between Skydance Productions, LLC and Annapurna Productions, LLC