

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
41 Entertainment, LLC		08/30/2021	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	2000 Avenue of the Stars, #201		
Internal Address:	Attn: Derek Riedel		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90095000	SUPERNATURAL ACADEMY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1470207		
NAME OF SUBMITTER:	Elyssa Pak		
SIGNATURE:	/Elyssa Pak/		
DATE SIGNED:	09/01/2021		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, 41 Entertainment, LLC, a Connecticut limited liability company (the “Pledgor”) 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 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; and

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of August 27, 2021 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Loan Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement), between the Pledgor, as borrower, and Comerica Bank, a Texas banking association, as lender (the “Bank”), the Bank has agreed to make loans to the Pledgor; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Pledgor has granted to the Bank a security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor’s Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, 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; and

WHEREAS, the Bank and the Pledgor 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 are hereby acknowledged, the Pledgor does hereby grant to the Bank, as security for the Obligations, a continuing security interest in and to all of the Pledgor’s right, title and interest in, to and under the following (all of the following items (i) through (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 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 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 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.

Within sixty (60) days after the Pledgor registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A hereto or in any Trademark license (pursuant to which the Pledgor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Bank, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Bank), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Bank, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Bank, to carry out the provisions and purposes of the Loan Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Bank granted pursuant to the Loan Agreement, this Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any Person shall do or perform any act(s) which the Bank believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgor or the Bank, or if any Person shall do or perform any acts which the Bank reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (or if an Event of Default is at the time continuing, then without notice), the Bank may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Bank may deem advisable or necessary to prevent such act(s) and/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 Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Bank hereby agrees to promptly give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Bank pursuant to this paragraph and the Pledgor agrees to provide reasonable assistance to the Bank with any steps taken, or any suits or proceedings instituted by the Bank pursuant to this paragraph at the Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement. The Pledgor and the Bank each hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest made and granted hereby are more fully set forth in the Loan Agreement, and are subject to the limitations (including, without limitation, certain rights of quiet enjoyment in favor of licensees) set forth in the Loan 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 Loan Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Bank shall promptly execute and deliver to the Pledgor, at the Pledgor's 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 Bank in the Trademark Collateral, subject to any disposition thereof which may have been made by the Bank pursuant to the terms hereof or of the Loan Agreement.

Subject to the terms and conditions of the Loan Agreement, the Bank will provide the notice(s) required by Section 10.2 of the Loan Agreement in connection with any enforcement of its rights against any of the Trademark Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement, the Loan Agreement and the other Loan Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Loan Agreement and the other Loan Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA 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 12.8 of the Loan 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 Bank (whose signature shall be delivered only in accordance with the applicable provisions of the Loan Agreement) and the Pledgor. 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 Loan Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Pledgor (including its successors and permitted assigns) without the prior written consent of the Bank (which shall be provided only in accordance with the applicable provisions of the Loan 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 Loan Agreement, the Loan Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has duly executed this Trademark Security Agreement as of August 30, 2021.


"PLEDGOR"

41 Entertainment, LLC

By: Patricia Ventimiglia
Name: Patricia Ventimiglia
Title: Administrative Vice President

ACCEPTED:

COMERICA BANK

By: 

Name: Derek P. Riedel

Title: Vice President-Entertainment

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 CT)
COUNTY OF Fairfield) SS. Greenwich

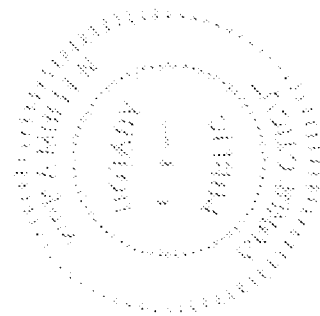
On Aug. 30, 2021, before me, Kirk Mullen, a notary public in and for the State of CT, personally appeared Patricia Ventimiglia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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 CT that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kirk A. Mullen (Seal)

KIRK A. MULLEN
Notary Public
Connecticut
My Commission Expires Oct 31, 2022



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	41 Entertainment, LLC	90/095,000			Mark (028, 041): Supernatural Academy

TRADEMARK LICENSES

None.