

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736559

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900685013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Media LLC FORMERLY Horizon Media, Inc.		03/31/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn St		
Internal Address:	Floor L2S		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6667329	BLUE HOUR STUDIOS	
Registration Number:	6180865	HORIZON BIG	
Registration Number:	6680099	NIGHT MARKET HORIZONS	
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:	2125062291		
Email:	mli@mayerbrown.com		
Correspondent Name:	Merry Li		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	MN 17532784		
NAME OF SUBMITTER:	Yun (Merry) Li		
SIGNATURE:	/Li Yun/		
DATE SIGNED:	06/23/2022		

Total Attachments: 5

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SHORT FORM

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated March 31, 2022, is made by HORIZON MEDIA LLC, a New York limited liability company (the “**Grantor**”) in favor of JPMORGAN CHASE BANK, N.A., as Lender (the “**Lender**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, the Grantor and the Lender have entered into the Credit Agreement dated as of May 2, 2017 (the “**Closing Date**”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lender has agreed to make Loans and issue Letters of Credit upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into a Pledge and Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to induce the Lender to make Loans and to issue Letters of Credit.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property owned by the Grantor from time to time, and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor’s right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) set forth in Schedule A hereto (the “**Collateral**”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of all Grantors now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by

telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, but giving effect to federal laws applicable to national banks.

SECTION 7. Severability. Any provision in this Trademark Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction, and to this end the provisions of this Trademark Security Agreement are declared to be severable.

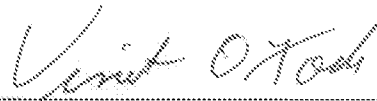
[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

HORIZON MEDIA LLC

By: Horizon Media Holdings LLC, its sole member

By: 

Name: Vincent O'Toole

Title: Manager

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 007741 FRAME: 0902

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 

Name: Nick Martineo
Title: Authorized Officer

SCHEDULE A

TRADEMARKS

Name of Grantor	Trademark	Registration Number	Registration Date
Horizon Media LLC	BLUE HOUR STUDIOS	6667329	Mar. 08, 2022
Horizon Media LLC	HORIZON BIG	6180865	Oct. 20, 2020
Horizon Media LLC	NIGHT MARKET HORIZONS	6680099	Mar. 22, 2022

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