

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MRC II Distribution Company L.P.		07/10/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3768423	MRC MEDIA RIGHTS CAPITAL	
Registration Number:	4279985	THE LIFE & TIMES OF TIM	
Registration Number:	4357420	THE RICKY GERVAIS SHOW	
Serial Number:	86311156	BLUNT TALK	
Serial Number:	85104190	REINCARNATED	
Serial Number:	85104159	HIGHWAY TO HELL	
Serial Number:	85296961	HOUSE OF CARDS	
Serial Number:	85644030	TED	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W. ; Attn:TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, MARYLAND 20004		
ATTORNEY DOCKET NUMBER:	066397-0392		

CH \$215.00 3768423

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
SIGNATURE:	/Catherine R. Howell/
DATE SIGNED:	07/10/2014
Total Attachments: 10 source=Amended and Restated Trademark Security Agreement#page1.tif source=Amended and Restated Trademark Security Agreement#page2.tif source=Amended and Restated Trademark Security Agreement#page3.tif source=Amended and Restated Trademark Security Agreement#page4.tif source=Amended and Restated Trademark Security Agreement#page5.tif source=Amended and Restated Trademark Security Agreement#page6.tif source=Amended and Restated Trademark Security Agreement#page7.tif source=Amended and Restated Trademark Security Agreement#page8.tif source=Amended and Restated Trademark Security Agreement#page9.tif source=Amended and Restated Trademark Security Agreement#page10.tif	

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

As of July 10, 2014

WHEREAS, MRC II DISTRIBUTION COMPANY L.P. (the "Borrower") and the other Credit Parties referred to in the Credit Agreement (as defined below), together with the Borrower, each a "Pledgor" and collectively the "Pledgors") 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 Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of July 10, 2014, (as may be 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 set forth in the Credit Agreement), among the Pledgors, Media Rights Capital II, L.P., as a pledgor thereunder, the lenders referred to therein, and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the "Administrative Agent") and issuing bank (in such capacity, the "Issuing Bank"), 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 account of the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' 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 Pledgors, 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;

WHEREAS, the Administrative Agent and the Pledgors 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; and

WHEREAS, the Borrower, the Guarantors and the Administrative Agent are parties to that certain (a) Trademark Security Agreement dated as of September 2008 and recorded by the United States Patent and Trademark Office (the "USPTO") on October 14, 2008 at Reel 003871 Frame 0022 (as amended by that certain Supplement No. 1 dated as of January 11, 2011 and recorded by the USPTO on January 19, 2011 at Reel 004456 Frame 0248, that certain Supplement No. 2 dated as of May 2, 2011 and recorded by the USPTO on May 11, 2011 at Reel 004538 Frame 0855) and (b) Amended and Restated Trademark Security Agreement dated as of July 25, 2011 and recorded by the USPTO on July 28, 2011 at Reel 004592 Frame 0492 (as amended by that certain Supplement No. 1 dated as of May 31, 2013 and recorded by the USPTO on June 5, 2013 at Reel 005041 Frame 0477), (collectively, as may have been further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Original Trademark Security Agreement") and are executing this Second Amended and Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in all of the Pledgors' 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, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(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 Pledgors 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.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon

thirty (30) days' prior written notice to the Pledgors (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 reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent 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 Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to provide reasonable assistance to the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' 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. Each of the Pledgors and the Administrative Agent does 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, without limitation, 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 Second 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 promptly execute and deliver to the Pledgors, at the Pledgors' 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.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide the notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the 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 Second Amended and Restated Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

Any provision of this Second 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.

This Second 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.

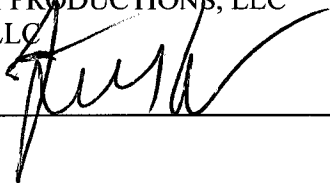
The parties hereto hereby acknowledge and agree that (a) this Second Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement that is being entered into in connection with an amendment and restatement of the Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Second Amended and Restated Trademark Security Agreement and (c) the Original Trademark Security Agreement and all security interests previously created and/or perfected by or under the Original Trademark Security Agreement (including any supplements thereto) are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Credit Agreement or the Original Trademark Security Agreement.

[Signature Pages Follow]

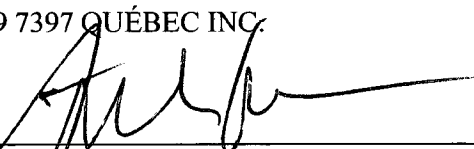
IN WITNESS WHEREOF, each Pledgors has duly executed this Second Amended and Restated Trademark Security Agreement as of the day and year first written above.

PLEDGORS:

MRC II DISTRIBUTION COMPANY L.P.
666 PRODUCTIONS, LLC
ASGARI INC.
ASGARI, LLC
CAVALCADE PRODUCTIONS, LLC
COLD STREAM PRODUCTIONS, LLC
HIGH NOONISH, LLC
HUNDREDS OF HATS, INC.
HUNDREDS OF HATS, LLC
KNIGHT TAKES KING PRODUCTIONS LLC
MAJOR TAN, LLC
MIAMI SNOW PRODUCTIONS, LLC
MILD OATS, LLC
MRC I HEDGE CO, LLC
MRC I PROJECT CO, LLC
MRC II AUST PTY LTD
MRC II HOLDINGS L.P.
OAKTREE ENTERTAINMENT, INC.
RAGING BEAR, LLC
RIGHT HERE RIGHT NOW PRODUCTIONS,
LLC
SLEUTH US PRODUCTIONS, LLC
SPACEMAN PRODUCTIONS, LLC
STREETWISE PROFESSOR INC.
STREETWISE PROFESSOR, LLC
THUNDER BUDDIES, LLC
TIM'S LIFE PRODUCTIONS, LLC
TRUTH PRODUCTIONS, LLC
WBC, LLC

By: 
Name: _____
Title: _____

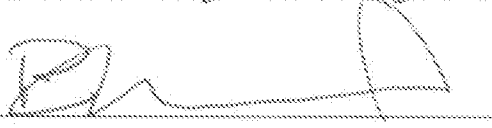
9189 7397 QUÉBEC INC.

By: 
Name: _____
Title: _____

Signature Page to Second Amended and Restated Trademark Security Agreement

Accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Issuing Bank

By: 

Name:

Patrick J. Minnick

Title:

Vice President

Signature Page to Second Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 005320 FRAME: 0206

State of California)
County of Los Angeles)

On July 8, 2014 before me, Denise Mankewitz, a notary public in and for the State of California
DATE NAME

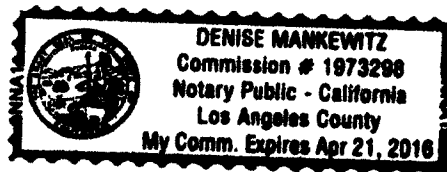
personally appeared Jonathan S. Golfman,
NAME(S) OF SIGNER(S)

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 of Notary Public



Schedule A
to Second Amended and Restated Trademark Security Agreement

TRADEMARKS

Trademark Registrations of any Credit Party

<u>Trademark</u>	<u>Registrant</u>	<u>Jurisdiction;</u> <u>Registration No.</u>	<u>Registration Date &</u> <u>Status</u>
Media Rights Capital	MRC II Distribution Company L.P.	United States Registration No. 3,768,423	Registered: March 30, 2010 Mark published 6/20/2008
Life & Times of Tim	MRC II Distribution Company L.P.	United States; Registration No. 4,279,985	Registered: January 22, 2013 Mark published 9/28/2008
The Ricky Gervais Show	MRC II Distribution Company L.P.	United States; Registration No. 4,357,420	Registered: June 25, 2013 Mark published 2/9/2010

Trademark Applications of any Credit Party

<u>Trademark</u>	<u>Applicant</u>	<u>Jurisdiction;</u> <u>Application No.</u>	<u>Application Date &</u> <u>Status</u>
Blunt Talk	MRC II Distribution Company L.P.	United States; Application No. 86311156	Filed: June 16, 2014 Status: To be assigned to an examining attorney in approximately 3 months after filing date
Reincarnated	MRC II Distribution Company L.P.	United States; Application No: 85-104,190	Filed: March 22, 2011 Abandoned: October 24, 2011
Highway to Hell	MRC II Distribution Company L.P.	United States; Application No: 85-104,159	Filed: March 22, 2011 Abandoned: October 24, 2011

House of Cards	MRC II Distribution Company L.P.	United States; Application No: 85296961	Filed: April 15, 2011 Abandoned: January 30, 2012
Ted	MRC II Distribution Company L.P.	United States; Application No: 85644030	Filed: June 5, 2012 Status: review prior to publication completed

Schedule B
to Second Amended and Restated Trademark Security Agreement

TRADEMARK LICENSES

<u>Trademark(s)</u>	<u>Agreement</u>
The Night Chronicles	Agreement dated as of April 18, 2008, between MRC II Distribution Company L.P. and Blinding Edge Pictures, Inc. for the services of M. Night Shyamalan.
Pilgrim Films and Television, Inc.	Agreement dated as of June 13, 2008, between MRC II Distribution Company L.P. and Pilgrim Films and Television, Inc.
Burger King Corporation trademarks, service marks and logos provided by Burger King Corporation to MRC II Distribution Company L.P.	BKC Terms and Conditions executed by MRC II Distribution Company L.P. dated as of April 28, 2008, together with Insertion Order executed by MRC II Distribution Company L.P. and Burger King Corporation, dated as of April 29, 2008.
Trademarks and service marks used by The CW Network, LLC (the "CW"), including, without limitation, the mark "The CW," as well as logos and other artwork used by the CW to depict such mark in connection with MRC II Distribution Company L.P.'s television production activities and advertising related thereto.	Memorandum of Understanding dated as of April 30, 2008, between the CW Network, LLC and MRC II Distribution Company L.P., as amended by Amendment Letter dated as of September 10, 2008.
Panic	Agreement dated as of July 9, 2009, between MRC II Distribution Company L.P. and Fincho, for the services of David Fincher.

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