

8/10/2016

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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM393610

<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)	
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
ASGARI, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
BAMBINO FILMS, LLC		07/08/2016	Limited Liability Company: ARIZONA
BLUE CAT PRODUCTIONS, LLC		07/08/2016	Corporation: CALIFORNIA <i>Limited liability company</i>
CAVALCADE PRODUCTIONS LLC		07/08/2016	Limited Liability Company: CALIFORNIA
GASKELL & SONS, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
HIGH NOON-ISH, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
KNIGHT TAKES KING PRODUCTIONS, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
MRC I HEDGE CO, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
MRC I PROJECT CO, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
MRC II AUST PTY LTD		07/08/2016	Proprietary Limited Company: AUSTRALIA
MRC II DISTRIBUTION COMPANY, L.P.		07/08/2016	Corporation: DELAWARE <i>Limited Partnership</i>
MRC II HOLDINGS L.P.		07/08/2016	Corporation: DELAWARE
MRC II NZ LIMITED		07/08/2016	Limited Company: NEW ZEALAND
OAKTREE ENTERTAINMENT, INC.		07/08/2016	Corporation: DELAWARE
RAGING BEAR, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
RIGHT HERE RIGHT NOW PRODUCTIONS, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
SPACEMAN PRODUCTIONS, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
STREETWISE PROFESSOR, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
TET, LLC		07/08/2016	Limited Liability Company:

*08/21/2016*

CH \$165.00 4684864

*08/15/2016*

*Limited Partnership 08/15/2016*

Name	Formerly	Execution Date	Entity Type
			CALIFORNIA
WBC, LLC		07/08/2016	Limited Liability Company: CALIFORNIA
BAMBINO FILMS UK LIMITED		07/08/2016	Private Limited Company: UNITED KINGDOM
STREETWISE PROFESSOR INC.		07/08/2016	Corporation: CANADA
COMPANY PRIME, LLC		07/08/2016	Corporation: CALIFORNIA
TET FILMS INC.		07/08/2016	Corporation: CANADA Limited

**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

Liability  
company  
OK 8/19/2016

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4684864	MRC
Registration Number:	3768423	MRC MEDIA RIGHTS CAPITAL
Registration Number:	4279985	THE LIFE & TIMES OF TIM
Registration Number:	4357420	THE RICKY GERVAIS SHOW
Registration Number:	4847059	BLUNT TALK
Registration Number:	4946432	TED

**CORRESPONDENCE DATA**

Fax Number: 2027393001

*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.*

Phone: 202-739-5723

Email: carolyn.himmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Carolyn Himmelfarb
SIGNATURE:	/Carolyn Himmelfarb/
DATE SIGNED:	08/03/2016
Total Attachments: 8	

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**TRADEMARK**  
**REEL: 005856 FRAME: 0725**

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

As of July 8, 2016

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 Third Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of July 8, 2016, (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), (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), and (c) Second Amended and Restated Trademark Security Agreement dated as of July 10, 2014 and recorded by the USPTO on July 10, 2014 at Reel 005320 Frame 0199, (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 Third 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 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 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 Third 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 THIRD 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 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.

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.

The parties hereto hereby acknowledge and agree that (a) this Third 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 Existing Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Existing Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Third 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]*



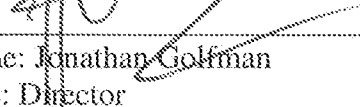
IN WITNESS WHEREOF, each Pledgor has duly executed this Third Amended and Restated Trademark Security Agreement as of the day and year first written above.

PLEDGORS:


ASGARI, LLC  
BAMBINO FILMS, LLC  
BLUE CAT PRODUCTIONS, LLC  
CAVALCADE PRODUCTIONS, LLC  
COMPANY PRIME, LLC  
GASKELL & SONS, LLC  
HIGH NOON-ISH, LLC  
KNIGHT TAKES KING PRODUCTIONS, LLC  
MRC I HEDGE CO, LLC  
MRC I PROJECT CO, LLC  
MRC II AUST PTY LTD  
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MRC II HOLDINGS L.P.  
MRC II NZ LIMITED  
OAKTREE ENTERTAINMENT, INC.  
RAGING BEAR, LLC  
RIGHT HERE RIGHT NOW PRODUCTIONS, LLC  
SPACEMAN PRODUCTIONS, LLC  
STREETWISE PROFESSOR INC.  
STREETWISE PROFESSOR, LLC  
TET, LLC  
WBC, LLC

By:   
Name: Scott Tenley  
Title: Authorized Signatory

BAMBINO FILMS UK LIMITED

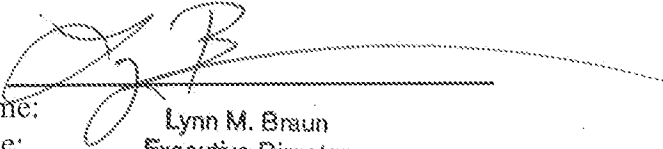
By:   
Name: Jonathan Golfman  
Title: Director

TET FILMS INC.

By:   
Name: Jonathan Golfman  
Title: Director

ACCEPTED:

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

By:   
Name: \_\_\_\_\_  
Title: Lynn M. Braun  
Executive Director

Schedule A  
to Third Amended and Restated Trademark Security Agreement

TRADEMARKS

A. Trademark Registrations of any Credit Party

<u>Trademark</u>	<u>Registrant</u>	<u>Jurisdiction, Registration No.</u>	<u>Registration Date &amp; Status</u>
MRC	Borrower	United States Registration No. 4,684,864	Registered: February 10, 2015
MRC Media Rights Capital	Borrower	United States Registration No. 3,768,423	Registered: March 30, 2010
The Life & Times of Tim	Borrower	United States Registration No. 4,279,985	Registered: January 22, 2013
The Ricky Gervais Show	Borrower	United States Registration No. 4,357,420	Registered: June 25, 2013
Blunt Talk	Borrower	United States Registration No. 4,847,059	Registered: November 3, 2015
Ted	Borrower	United States Registration No. 4,946,432	Registered: April 26, 2016