

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alcon Entertainment, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Alcon Film Fund, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Cupid Distribution, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Forever In Blue, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Missed Call Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Missed Call Distribution, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Eli Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Left Tackle Pictures, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Sweepstake Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Bottlenose Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Duplicity Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Gospel Truth Pictures, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Alcon Copyright Holdings, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Claymore Entertainment Company, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
The Elrod Company, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Traveling Pictures Distribution, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Frontier Production Services, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE

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Dungaree Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Daughter Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Alcon Distribution, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Captive Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Space Modulator Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Fighting Pup Pictures, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Evolutionary Pictures, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
Sixteenth Moon Productions, LLC		12/10/2013	LIMITED LIABILITY COMPANY: LOUISIANA
Pool Mate Pictures, LLC		12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2029 Century Park East
Internal Address:	38th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2378099	ALCON ENTERTAINMENT
Registration Number:	2406953	ALCON ENTERTAINMENT
Registration Number:	2739646	ALCON ENTERTAINMENT

**CORRESPONDENCE DATA**

Fax Number: 2027393001  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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

**TRADEMARK**  
**REEL: 005177 FRAME: 0930**

Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0262
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	12/19/2013

**Total Attachments: 9**

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**THE INDEBTEDNESS SECURED BY THIS INSTRUMENT AND THE INTEREST RELATING TO SUCH INDEBTEDNESS, AS WELL AS THE LIENS SECURING SUCH INDEBTEDNESS, ARE SUBORDINATED TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 10, 2013, AMONG JPMORGAN CHASE BANK, N.A., AS CORPORATE REPRESENTATIVE, JPMORGAN CHASE BANK, N.A., AS LENDER, AND ALCON ENTERTAINMENT, LLC, AND CERTAIN OTHER LOAN PARTIES REFERRED TO THEREIN, AS AMENDED FROM TIME TO TIME.**

TRADEMARK SECURITY AGREEMENT  
(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Alcon Entertainment, LLC (the "Borrower"), and the guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors", and 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;

WHEREAS, pursuant to that certain Portfolio Financing Credit, Security, Guaranty and Pledge Agreement dated as of December 10, 2013 (as the same has been or may further 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 and JPMorgan Chase Bank, N.A. (the "Lender"), the Lender has agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Lender 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 or

its obligations under and in connection with its guaranty of the Obligations, as the case may be; and

WHEREAS, the Lender 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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Lender, as security for 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, 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 to deliver, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Lender), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Lender, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Lender, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Lender granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Lender believes constitutes an infringement of any Trademark, or violates or infringes any right therein of the Pledgors or the Lender or if any Person shall do or perform any acts which the Lender reasonably believes constitutes 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 Lender may and shall have the right to take

such reasonable steps and institute such reasonable suits or proceedings as the Lender 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 Lender 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 Lender hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and each of the Pledgors agrees to assist the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. Each of the Pledgors and the Lender does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit 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 any time following the Termination Date, the Lender shall promptly execute and deliver to the Pledgors, at the Pledgors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Credit Agreement.

Subject always to the various provisions of 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 TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

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 11.1 of the Credit 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 Lender (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Pledgors. 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 Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Pledgors (including their respective successors and permitted assigns) without the prior written consent of the Lender (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 Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Pledgors have duly executed this Trademark Security Agreement to be duly executed as of December 10, 2013.

PLEDGOR:

ALCON ENTERTAINMENT, LLC

By: Scott Parish  
Name: Scott Parish  
Title: COO/CFO

FOREVER IN BLUE, LLC  
CUPID DISTRIBUTION, LLC  
MISSED CALL DISTRIBUTION, LLC  
MISSED CALL PRODUCTIONS, LLC  
ELI PRODUCTIONS, LLC  
LEFT TACKLE PICTURES, LLC  
SWEEPSTAKE PRODUCTIONS, LLC  
DUPLICITY PRODUCTIONS, LLC  
SPACE MODULATOR PRODUCTIONS, LLC  
ALCON COPYRIGHT HOLDINGS, LLC  
CLAYMORE ENTERTAINMENT COMPANY, LLC  
DAUGHTER PRODUCTIONS, LLC  
DUNGAREE PRODUCTIONS, LLC  
FRONTIER PRODUCTION SERVICES, LLC  
THE ELROD COMPANY, LLC  
TRAVELING PICTURES DISTRIBUTION, LLC  
ALCON DISTRIBUTION, LLC  
BOTTLENOSE PRODUCTIONS, LLC  
CAPTIVE PRODUCTIONS, LLC  
GOSPEL TRUTH PICTURES, LLC  
FIGHTING PUP PICTURES, LLC  
EVOLUTIONARY PICTURES, LLC  
SIXTEENTH MOON PRODUCTIONS, LLC  
POOL MATE PICTURES, LLC  
ALCON FILM FUND, LLC

By: Scott Parish  
Name:  
Title: Scott Parish  
COO/CFO

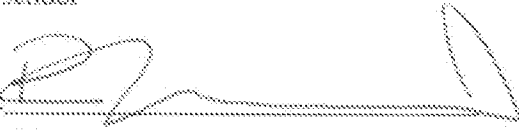
*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
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ACCEPTED:

JPMORGAN CHASE BANK, N.A.,  
as Lender

By: 

Name:

Title:

Patrick J. Minnick  
Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005177 FRAME: 0937**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

On DEC 10, 2013, before me, ROBIN JOHN RUTT,

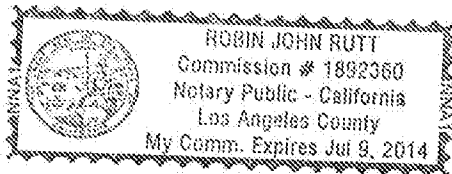
Notary Public, personally appeared SCOTT PARISH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person, or the entity upon behalf of which the person 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.

*Robin John Rutt*

[SEAL]



Notary Page to Trademark Security Agreement

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**TRADEMARK**  
**REEL: 005177 FRAME: 0938**

TRADEMARKS

Alcon Entertainment, LLC has applied for registration of the following trademarks and service marks exclusively at the United States Patent and Trademark Office (“USPTO”); no state trademark or servicemark applications have been filed. With regard to these marks, Alcon Entertainment, LLC has not entered into any material licenses, sublicenses, or other material agreements (other than any agreements which relate to exploitation of distribution rights in a Picture). Any intent to use trademark application listed below may not result in the issuance of a registration.

Mark	Credit Party Registrant	Filing Basis	Serial Number or Registration Number	Filing Date or Registration Date	Goods/Services	Status
Alcon Entertainment (and design)	Alcon Entertainment, LLC	ITU	Reg. No. 2378099	Reg. 8/15/2000	Entertainment services, namely, motion picture film and television production services, and sound recording production services, in International Class 41	Registered Active
Alcon Entertainment (and design)	Alcon Entertainment, LLC	ITU	Reg. No. 2406953	Reg. 11/21/2000	Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music and comedy, in International Class 9	Registered Active
Alcon Entertainment (and design – motion logo)	Alcon Entertainment, LLC	USE	Reg. No. 2739646	Reg. 7/22/2003	Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music, comedy and other types of entertainment media, in International Class 9. Entertainment services, namely motion picture film and television production services, and sound recording production services, in International Class 41.	Registered Active

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TRADEMARK LICENSES

See Schedule A.