

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366742

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENTERTAINMENT ONE UK HOLDINGS LIMITED		12/11/2015	Private Limited Company: UNITED KINGDOM
EARL STREET CAPITAL INC.		12/11/2015	CORPORATION: DELAWARE
4384768 CANADA INC		12/11/2015	CORPORATION: CANADA
ENTERTAINMENT ONE LTD.		12/11/2015	Private Limited Company: CANADA
7508999 CANADA INC.		12/11/2015	CORPORATION: CANADA
ENTERTAINMENT ONE UK LIMITED		12/11/2015	Private Limited Company: UNITED KINGDOM
ALLIANCE FILMS (UK) LIMITED		12/11/2015	Private Limited Company: UNITED KINGDOM
ENTERTAINMENT ONE FILM USA LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
ENTERTAINMENT ONE US LP		12/11/2015	LIMITED PARTNERSHIP: DELAWARE
ENTERTAINMENT ONE LICENSING US, INC.		12/11/2015	CORPORATION: CALIFORNIA
ENTERTAINMENT ONE GP LLC		12/11/2015	CORPORATION: ONTARIO
GAYLORD PRODUCTION COMPANY		12/11/2015	CORPORATION: DELAWARE
NATIONAL ENTERTAINMENT MEDIA, INC.		12/11/2015	CORPORATION: MINNESOTA
DEATH ROW ACQUISITION LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
ENTERTAINMENT ONE LIMITED PARTNERSHIP		12/11/2015	LIMITED PARTNERSHIP: ONTARIO
ENTERTAINMENT ONE GP LIMITED		12/11/2015	CORPORATION: ONTARIO
ENTERTAINMENT ONE FILMS CANADA INC.		12/11/2015	CORPORATION: CANADA
VIDEOGLOBE 1 INC.		12/11/2015	CORPORATION: QUEBEC
Les Films Christal, S.E.C./Christal Films, L.P.		12/11/2015	LIMITED PARTNERSHIP: QUEBEC
Les Films Christal Inc./Christal Films Inc.		12/11/2015	CORPORATION: CANADA

TRADEMARK

Name	Formerly	Execution Date	Entity Type
Seville Pictures Inc./Les Films Seville Inc.		12/11/2015	CORPORATION: CANADA
Entertainment One Overseas Holdings Limited		12/11/2015	Private limited company: UNITED KINGDOM
Entertainment One Television International Ltd.		12/11/2015	CORPORATION: ONTARIO
Alliance Films Holdings Inc.		12/11/2015	CORPORATION: CANADA
Alliance Vivafilm Inc.		12/11/2015	CORPORATION: CANADA
8324417 Canada Inc.		12/11/2015	CORPORATION: CANADA
P4 Holdings USA, Inc.		12/11/2015	CORPORATION: DELAWARE
310 Holdings Inc.		12/11/2015	CORPORATION: DELAWARE
Momentum Pictures, LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
Alliance Films (UK) Sinister 2 Limited		12/11/2015	Private limited company: UNITED KINGDOM
Alliance Films (UK) Dark Skies Limited		12/11/2015	Private limited company: UNITED KINGDOM
Alliance Films (UK) Development Limited		12/11/2015	Private limited company: UNITED KINGDOM
9161767 Canada Inc.		12/11/2015	CORPORATION: CANADA
eOne Films Insidious 3 Limited		12/11/2015	Private limited company: UNITED KINGDOM
310 HOLDINGS LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
MOMENTUM PICTURES (CANADA), INC.		12/11/2015	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	Wilmington Trust (London) Limited, as Security Agent
Street Address:	1 King's Arms Yard, Third Floor
City:	London
State/Country:	ENGLAND
Postal Code:	EC2R 7AF
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3550224	TRACTOR TOM
Registration Number:	3594903	TRACTOR TOM
Registration Number:	3663706	PEPPA PIG
Registration Number:	3506452	PEPPA PIG
Registration Number:	1469456	FAERIE TALE THEATRE

TRADEMARK

REEL: 005694 FRAME: 0495

Property Type	Number	Word Mark
Registration Number:	1738085	KOCH
Registration Number:	1740964	KOCH INTERNATIONAL
Registration Number:	1740963	KOCH INTERNATIONAL
Registration Number:	2674274	THE MAJOR ALTERNATIVE
Registration Number:	2713483	THE MAJOR INDEPENDENT
Registration Number:	4104735	FAERIE TALE THEATRE
Registration Number:	2537744	IN THE PAINT
Serial Number:	78650102	COMBAT RECORDS SEEK.STRIKE.DESTROY.
Serial Number:	78608728	COMBAT RECORDS
Serial Number:	78353639	AMERICAN KIDS PRESENTS
Registration Number:	3010826	TRAINER'S EDGE
Registration Number:	3884831	DEATH ROW RECORDS
Registration Number:	3884857	DEATH ROW RECORDS
Serial Number:	77979999	DEATH ROW RECORDS
Serial Number:	77785368	DEATH ROW RECORDS
Serial Number:	77785376	DEATH ROW RECORDS
Serial Number:	77785366	DEATH ROW RECORDS
Serial Number:	77785375	DEATH ROW RECORDS
Serial Number:	77785371	DEATH ROW RECORDS
Serial Number:	77785381	DEATH ROW RECORDS
Serial Number:	77785356	DEATH ROW RECORDS
Serial Number:	77785385	DEATH ROW RECORDS
Serial Number:	77979994	DEATH ROW RECORDS
Serial Number:	77801290	DEATH ROW RECORDS
Serial Number:	77801311	DEATH ROW RECORDS
Serial Number:	77801306	DEATH ROW RECORDS
Serial Number:	77801317	DEATH ROW RECORDS
Serial Number:	77801303	DEATH ROW RECORDS
Serial Number:	77801315	DEATH ROW RECORDS
Serial Number:	77801323	DEATH ROW RECORDS
Serial Number:	77801328	DEATH ROW RECORDS
Registration Number:	4350009	CERTIFIED FUNNY
Registration Number:	4350010	CERTIFIED FUNNY

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: chimmelfarb@morganlewis.com
Correspondent Name: Carolyn Himmelfarb
Address Line 1: 1111 Pennsylvania Avenue, N.W.
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 066397.0397

NAME OF SUBMITTER: Carolyn Himmelfarb

SIGNATURE: /Carolyn Himmelfarb/

DATE SIGNED: 12/21/2015

Total Attachments: 57

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TRADEMARK SECURITY AGREEMENT

December 11, 2015

This TRADEMARK SECURITY AGREEMENT (the “Trademark Security Agreement”) is made by the undersigned parties (collectively, the “Pledgors”, and individually, each a “Pledgor”), in favor of WILMINGTON TRUST (LONDON) LIMITED, as Security Agent (the “Security Agent”) under that certain Security Agreement dated as of December 11, 2015 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Security Agreement”), among the Pledgors and the Security Agent. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement or in that certain Credit and Guaranty Agreement dated as of December 11, 2015 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”), among the Pledgors, the lenders referred to therein, JPMorgan Chase Bank, N.A., as Administrative Agent and as Issuing Bank, J.P. Morgan Europe Limited, as Sterling Agent and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent (as applicable).

WHEREAS, pursuant to the Security Agreement, the Pledgors have pledged and granted to the Security Agent (for the benefit of the Secured Parties) a continuing security interest in all Collateral of the Pledgors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Pledgors in, to and under any trademark or trademark license, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Secured Obligations; and

WHEREAS, the Pledgors have duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Secured Parties to make financial accommodations to the Pledgors, the Pledgors agree, for the benefit of the Secured Parties, as follows:

Grant of Security Interest. Each of the undersigned Pledgors does hereby pledge and grant to the Security Agent (for the benefit of the Secured Parties), as security for the Secured Obligations, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under the following (all of the following items 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 the possession of such Pledgor:

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;

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

all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by such 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;

but excluding, notwithstanding anything in the Security Agreement, the Credit Agreement or herein to the contrary: (i) any “intent-to-use” trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office or any intellectual property if the grant of a security interest therein would result in the cancellation or voiding of such intellectual property by the applicable Governmental Authority, (ii) Equity Interests expressly excluded from the definition of Pledged Securities or (iii) any agreement (including agreements relating to intellectual property) to which any Pledgor is a party, only to the extent and for so long as the terms of such agreement or any requirement of Applicable Law (x) validly prohibit the creation by such Pledgor of a security interest in such agreement in favor of the Security Agent (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other Applicable Law (including the Bankruptcy Code) or principles of equity) or (y) would result in a termination pursuant to the terms of any such agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity), in each case unless and until any required consents are obtained, provided however that Trademark Collateral shall include, and the security interest granted in the Trademark Collateral shall attach to, any proceeds, substitutions or replacements of any such excluded items referred to herein unless such proceeds, substitutions or replacements would constitute excluded items under the Credit Agreement or hereunder.

2. Purpose. This Trademark Security Agreement has been executed and delivered by each of the undersigned Pledgors for the purpose of registering the grant of security interest herein to the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the ratable benefit of each other Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Security Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Each of the undersigned Pledgors does hereby further acknowledge and affirm that the rights and remedies of the Security 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 Security Agreement and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK 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.

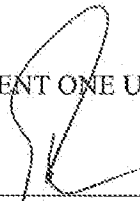
5. Counterparts. This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and 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.

[Signature Pages Follow]


IN WITNESS WHEREOF, each of the undersigned Pledgors has caused this Trademark Security Agreement to be duly executed by its duly Authorized Officer as of the date first set forth above.

PLEDGORS:


ENTERTAINMENT ONE UK HOLDINGS LIMITED

By: 
Name: Giles Willits
Title: Director


EARL STREET CAPITAL, INC.

By: 
Name: Giles Willits
Title: Director


4384768 CANADA INC.

By: 
Name: Giles Willits
Title: Director

ENTERTAINMENT ONE LTD.

By: 
Name: Giles Willits
Title: Director

7508999 CANADA INC.

By: 
Name: Giles Willits
Title: Director

[Signature Page to Trademark Security Agreement]

ENTERTAINMENT ONE UK LIMITED

By: _____
Name: Giles Willits
Title: Director

ALLIANCE FILMS (UK) LIMITED

By: _____
Name: Giles Willits
Title: Director

ENTERTAINMENT ONE FILM USA LLC

By: Earl Street Capital, Inc. in its capacity as Managing Partner
of Entertainment One Film USA LLC

By: _____
Name: Giles Willits
Title: Director of Earl Street Capital, Inc.

ENTERTAINMENT ONE US LP

By: Entertainment One GP LLC in its capacity as Managing
Partner of Entertainment One US LP


By: _____
Name: Giles Willits
Title: Director of Entertainment One GP LLC

ENTERTAINMENT ONE LICENSING US, INC.


By: _____
Name: Giles Willits
Title: Director

[Signature Page to Trademark Security Agreement]


ENTERTAINMENT ONE GP LLC

By: 
Name: Giles Willits
Title: Director


GAYLORD PRODUCTION COMPANY

By: 
Name: Giles Willits
Title: Secretary

NATIONAL ENTERTAINMENT MEDIA, INC.

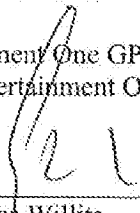
By: 
Name: Giles Willits
Title: Chief Financial Officer

DEATH ROW ACQUISITION LLC

By: 
Name: Giles Willits
Title: Director


ENTERTAINMENT ONE LIMITED PARTNERSHIP

By: Entertainment One GP Ltd. in its capacity as Managing
Partner of Entertainment One Limited Partnership


By: 
Name: Giles Willits
Title: Director of Entertainment One GP Ltd.

[Signature Page to Trademark Security Agreement]


ENTERTAINMENT ONE GP LIMITED

By: 
Name: Giles Willits
Title: Director

ENTERTAINMENT ONE FILMS CANADA INC.

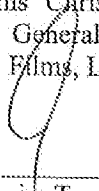
By: 
Name: Giles Willits
Title: Chief Financial Officer

VIDÉOGLOBE 1 INC.

By: 
Name: Giles Willits
Title: Chief Financial Officer

LES FILMS CRISTAL, S.E.C./CHRISTAL FILMS, L.P.

By: Les Films Cristal Inc./Christal Films Inc., in its capacity as General Partner of Les Films Cristal, s.e.c./Christal Films, L.P.

By: 
Name: Xavier Trudel
Title: Director of Les Films Cristal Inc./Christal Film Inc.

LES FILMS CRISTAL INC./CHRISTAL FILMS INC.

By: _____
Name: Xavier Trudel
Title: Director

[Signature Page to Trademark Security Agreement]

SEVILLE PICTURES INC./LES FILMS SEVILLE INC.

By: _____
Name: Xavier Trudel
Title: Director

ENTERTAINMENT ONE OVERSEAS HOLDINGS
LIMITED

By: _____
Name: Giles Willits
Title: Director

ENTERTAINMENT ONE TELEVISION
INTERNATIONAL LTD.

By: _____
Name: Giles Willits
Title: Chief Financial Officer

ALLIANCE FILMS HOLDINGS INC.


By: _____
Name: Giles Willits
Title: Chief Financial Officer

ALLIANCE VIVAFILM INC.


By: _____
Name: Xavier Trudel
Title: Director

[Signature Page to Trademark Security Agreement]


8324417 CANADA INC.

By: 
Name: Giles Willits
Title: Chief Financial Officer


P4 HOLDINGS USA, INC.

By: 
Name: Giles Willits
Title: Director

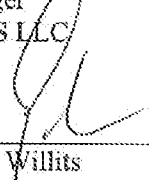
310 HOLDINGS INC.

By: 
Name: Giles Willits
Title: Director

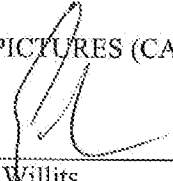
MOMENTUM PICTURES, LLC

By: 
Name: Giles Willits
Title: Manager

310 HOLDINGS LLC

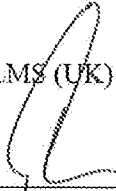
By: 
Name: Giles Willits
Title: Manager

MOMENTUM PICTURES (CANADA), INC.


By: 
Name: Giles Willits
Title: Director

[Signature Page to Trademark Security Agreement]


ALLIANCE FILMS (UK) SINISTER 2 LIMITED

By: 
Name: Giles Willits
Title: Director


ALLIANCE FILMS (UK) DARK SKIES LIMITED

By: 
Name: Giles Willits
Title: Director

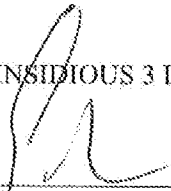
ALLIANCE FILMS (UK) DEVELOPMENT LIMITED

By: 
Name: Giles Willits
Title: Director

9161767 CANADA INC.

By: 
Name: Giles Willits
Title: Director

EONE FILMS INSIDIOUS 3 LIMITED

By: 
Name: Giles Willits
Title: Director

[Signature Page to Trademark Security Agreement]

ENTERTAINMENT ONE GP LIMITED

By: _____
Name: Giles Willits
Title: Director

ENTERTAINMENT ONE FILMS CANADA INC.

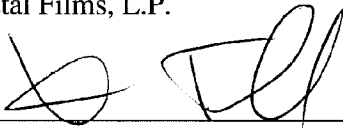
By: _____
Name: Giles Willits
Title: Chief Financial Officer

VIDÉOGLOBE 1 INC.

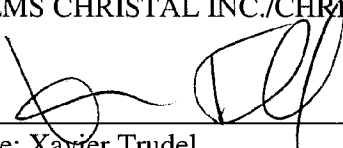
By: _____
Name: Giles Willits
Title: Chief Financial Officer

LES FILMS CRISTAL, S.E.C./CHRISTAL FILMS, L.P.

By: Les Films Cristal Inc./Christal Films Inc., in its capacity as General Partner of Les Films Cristal, s.e.c./Christal Films, L.P.

By:  _____
Name: Xavier Trudel
Title: Director of Les Films Cristal Inc./Christal Film Inc.

LES FILMS CRISTAL INC./CHRISTAL FILMS INC.

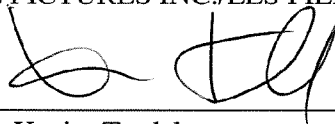
By:  _____
Name: Xavier Trudel
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK

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SEVILLE PICTURES INC./LES FILMS SEVILLE INC.

By: 
Name: Xavier Trudel
Title: Director

ENTERTAINMENT ONE OVERSEAS HOLDINGS
LIMITED

By: _____
Name: Giles Willits
Title: Director


ENTERTAINMENT ONE TELEVISION
INTERNATIONAL LTD.

By: _____
Name: Giles Willits
Title: Chief Financial Officer

ALLIANCE FILMS HOLDINGS INC.

By: _____
Name: Giles Willits
Title: Chief Financial Officer

ALLIANCE VIVAFILM INC.

By: 
Name: Xavier Trudel
Title: Director

SECURITY AGENT:

WILMINGTON TRUST (LONDON) LIMITED, as Security Agent

By  _____

Name:





Title: Daniel Wynne
Director


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005694 FRAME: 0511

Trademarks

Proprietor: Alliance Films (UK) Limited

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	3760394	3760394	13.04.2004	09.11.2006	Registered	CTM	None
	3760402	3760402	13.04.2004	09.11.2006	Registered	CTM	None
							
MOMENTUM PICTURES	3750213	3750213	07.04.2004	05.08.2005	Registered	CTM	None
MOMENTUM FILM	304243884	30424388	27.04.2004	11.01.2005	Registered	Germany	None
MOMENTUM FILMS	043288790	043288790	29.04.2004	29.04.2004	Registered	France	None
MOMENTUM FILM	M120049100	1088090	15.09.2004	17.01.2008	Registered	Italy	None
FILMS	38097MNA	380974MNA	27.04.2004	02.12.2004	Registered	Portugal	None
MOMENTUM							
MOMENTUM FILMS	2593123N7	2593123M7	26.04.2004	25.02.2005	Registered	Spain	None
MOMENTUM FILMS	200403269	375255	06.05.2004	07.10.2005	Registered	Sweden	None
MOMENTUM PICTURES	2232199	2232199	11.05.2000	12.07.2002	Registered	United Kingdom	None
	1,180,573	TMA852531	05.06.2003	05.06.2013	Registered	Canada	None
							
MOMENTUM PICTURES	1,221,294	TMA852532	22.06.2004	05.06.2013	Registered	Canada	None
	1,221,297	TMA852533	22.06.2004	05.06.2013	Registered	Canada	None
							

MOMENTUM PICTURES & DESIGN 	1745399	N/A	10.09.2015	N/A	Pending	Canada	None
MOMENTUM PICTURES	1745191	N/A	09.09.2015	N/A	Pending	Canada	None

Proprietor: Maple Pictures Corp.

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
MAPLE PICTURES	1226668	TMA695316	09.08.2004	31.08.2007	Registered	Canada	None
MAPLE TELEVISION	1255364	TMA751743	19.04.2005	30.10.2009	Registered	Canada	None

Proprietor: Entertainment One Hopscotch Pty Ltd

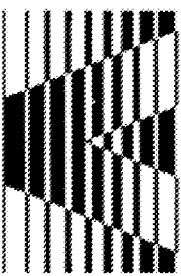

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Hopscotch logo	1124746	1124746	19 July 2006	06 November 2006	Registered	Australia	
Hopscotch logo	1188427	1188427	20 July 2007	16 October 2007	Registered	Australia	
HOPSCOTCH (word mark)	1504704		26 July 2012		Under examination	Australia	
HOPSCOTCH (word mark)	752004	752004	26 July 2006	01 February 2007	Registered	New Zealand	

Proprietor: Entertainment One Home Entertainment Australia Pty Ltd

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
SOUL FOOD (word mark)	1304628	1304628	17 June 2009	17 June 2009	Registered	Australia	
BRUISED (word mark)	1404399	1404399	18 January 2011	18 January 2011	Registered	Australia	

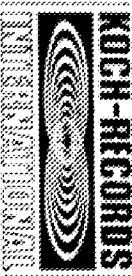
Proprietor: Entertainment One Limited Partnership

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
URBAN SOUND EXCHANGE	849,960	TMA505,889	Jul. 7, 1997	Dec. 22, 1998	Registered	Canada	
VIDEO ONE	1,098,250	TMA575,958	Apr. 3, 2001	Feb. 19, 2003	Registered	Canada	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
V DESIGN	1,124,908	TMA591,281	Dec. 12, 2001	Oct. 1, 2003	Registered	Canada	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
							
ENTERTAINMENT EXTRA DESIGN	844,872	TMA497,143	May 13, 1997	July 7, 1998	Registered	Canada	
							
CD PLUS	633,993	TMA446,847	Jun. 9, 1989	Sep. 1, 1995	Registered	Canada	
VIDEO ONE CANADA	473,895	TMA270,034	Aug. 5, 1981	Jun. 11, 1982	Registered	Canada	

Proprietor: Entertainment One Limited Partnership (previously known as Row Limited Partnership)


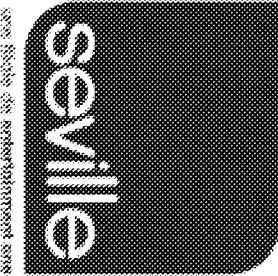
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Koch Records International & Design	582,798	TMAA338,228	April 24, 1987	March 18, 1988	Registered	Canada	

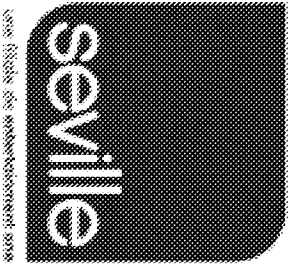
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
							

Proprietor: Entertainment One Benelux B.V. (formerly known as R.C.V. Entertainment B.V.)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
HEAVY HORROR	N/A	0974096	N/A	20/09/2000	Expires on 20/09/2020	Benelux	
RCV	N/A	0955665	N/A	28/01/2000	Expires on 28/1/2020	Benelux	
ALLE 4 GOED	N/A	1074622	N/A	01/04/2005	Expires on 01/04/2015	Benelux	
ALLE 10 GOED	N/A	1074620	N/A	01/04/2005	Expires on 01/04/2015	Benelux	
ALLE 15 GOED	N/A	1074621	N/A	01/04/2005	Expires on 01/04/2015	Benelux	
ALLE 20 GOED	N/A	1074623	N/A	01/04/2005	Expires on 01/04/2015	Benelux	



Proprietor: Entertainment One Ltd.

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
ENTERTAINMENT ONE	1495092	TMA835,670	September 8, 2010	November 2, 2012	Registered	Canada	N/A
EONE	1495093	TMA849,623	September 8, 2010	April 26, 2013	Registered	Canada	N/A
eOne & Design 	1495094	TMA849,633	September 8, 2010	April 26, 2013	Registered	Canada	N/A
SEVILLE	1,705,631	N/A	December 3, 2014	N/A	Pending	Canada	N/A
SEVILLE & DESIGN	1,705,636	N/A	December 3, 2014	N/A	Pending	Canada	N/A
							
SEVILLE	1,705,635	N/A	December 3, 2014	N/A	Pending	Canada	N/A


Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	1,705,639	N/A	December 3, 2014	N/A	Pending	Canada	N/A











Proprietor: Seville Pictures Inc.

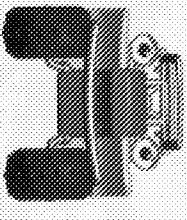

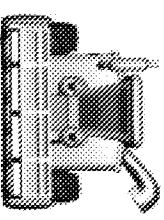
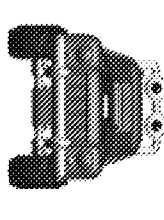
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
MIGHTY MACHINES & Design	767,529	TMAA455,969	Oct. 31, 1994	March 22, 1996	Registered (Renewed)	Canada	Assignment dated Feb 1, 2001 – trademark assigned from



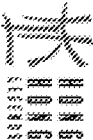
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
					March 22, 2011)		Malofilm Production Inc. to Seville Pictures (Registered: June 4, 2002) License Agreement between Seville Pictures and Mighty Machines Series III dated Dec 13, 2007.
MIGHTY MACHINES & Design 	767,452	TMA577,091	Nov. 1, 1994	March 7, 2003	Registered	Canada	Assignment dated Feb 1, 2001 – trademark assigned from Malofilm Production Inc. to Seville Pictures

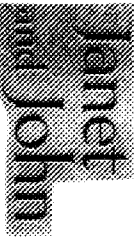



Proprietor: Entertainment One UK Limited (previously known as E1 Entertainment UK Limited)


Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	1202066	TMA765095	December 22, 2003	April 27, 2010	Registered	Canada	
Word TRACTOR TOM	1202067	TMA765098	December 22, 2003	April 27, 2010	Registered	Canada	
Word RUBBER DUCK		2390692	28/10/2005	28/10/2005	Registered	United Kingdom	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
							
Logo 		2398141	29/07/2005	27/01/2006	Registered	United Kingdom	
Logo 		2398140	29/07/2005	11/08/2006	Registered	United Kingdom	
Logo 							
Logo 		2444389	23/01/2007	13/07/2007	Registered	United Kingdom	
Word TRACTOR TOM		2294369	02/03/2002	02/04/2004	Registered	United Kingdom	
Device 		2310060	06/09/2002	30/05/2003	Registered	United Kingdom	
							
Word and Device 		2312095	30/09/2002	15/10/2004	Registered	United Kingdom	
							
Design 		3007571	08/10/2002	08/10/2002	Registered	United Kingdom	

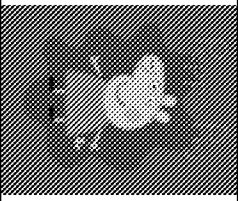

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
						Kingdom	
		3007146	18/09/2002	18/09/2002	Registered	UK	
		000000658-0001	28/04/2003	28/04/2003	Registered	Community Trademark	
		000000658-0002	28/04/2003	28/04/2003	Registered	Community Trade Mark	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		003664232	13/02/2004	04/04/2007	Registration published	Community Trade Mark	
TRACTOR TOM		003635794	13/02/2004	12/05/2005	Registration published	Community Trade Mark	
TRACTOR TOM	78334941	3550224	02/12/2003	23/12/2008	Registered	United States of America	
	78334940	3594903	02/12/2003	24/03/2009	Registered	United States of America	
Word HONG KONG LEGENDS		2292050	Priority Date: 10/12/2001	06/02/2004	Registered	United Kingdom	
Logo 		2292053	Priority Date: 10/12/2001	02/08/2002	Registered	United Kingdom	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		2240744	27/07/2000	26/01/2001	Registered	United Kingdom	
Word LOZZIE LOLLIPOP		2405052A	27/10/2005	14/09/2007	Registered	United Kingdom	
Word LOZZIE		2405053	27/10/2005	14/04/2006	Registered	United Kingdom	
Word HUMF		2382589	21/01/2005	15/07/2005	Registered	United Kingdom	
		000066956-0001	14/08/2003	14/08/2003	Registered	EU	
		000066956-0002	14/08/2003	14/08/2003	Registered	EU	
		000066956-0003	14/08/2003	14/08/2003	Registered	EU	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		000066956-0004	14/08/2003	14/08/2003	Registered	EU	

Proprietor: Entertainment One UK Limited and Astley Baker Davies Limited

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
							
PEPPA PIG	78647153	3663706	09/06/2005	04/08/2009	Registered	United States of America	
	78647159	3506452	09/06/2005	23/09/2008	Registered	United States of America	
Word GEORGE PIG		2548684	21/05/2010	03/09/2010	Registered	United Kingdom	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		2548685	21/05/2010	10/09/2010	Registered	United Kingdom	
Word PEPPA PIG	1513010	N/A	06/09/2012	N/A	Application filed, pending registration.	Australia	
	1513011	N/A	07/09/2012	N/A	Application filed, pending registration.	Australia	
Word BEN AND HOLLY'S LITTLE KINGDOM		2455413	14/05/2007	19/10/2007	Registered	United Kingdom	
Word LITTLE KINGDOM		2449281	13/03/2007	08/05/2009	Registered	United Kingdom	
		1479431	11/10/1991	24/02/1995	Registered	United Kingdom	
Word BEN AND HOLLY		2518341	11/06/2009	09/10/2009	Registered	United Kingdom	
Word BEN AND HOLLY'S LITTLE KINGDOM		010186302	09/08/2011	02/12/2011	Registered	EU	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		010186336	09/08/2011	27/04/2012	Registered	EU	

Proprietor: Gaylord Production Company

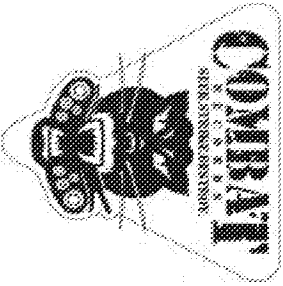
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
FAERIE TALE THEATRE	73/643211	1469456	Feb. 3, 1987	Dec. 15, 1987	Not in use	United States of America	

Proprietor: Entertainment One U.S. LP (formerly KOCH Entertainment U.S. LP)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
KOCH	74/181709	1,738,085	Jul. 2, 1991	Dec. 8, 1992	Registered	United States of America	
KOCH INTERNATIONAL DESIGN	74/181710	1,740,964	Jul. 2, 1991	Dec. 22, 1992	Registered	United States of America	
KOCH INTERNATIONAL	74/181708	1,740,963	Jul. 2, 1991	Dec. 22, 1992	Registered	United States of America	
THE MAJOR ALTERNATIVE	76/305336	2,674,274	Aug. 28, 2001	Jan. 14, 2003	Registered	United States of America	
THE MAJOR INDEPENDENT	78/019501	2,713,483	Aug. 3, 2000	May 6, 2003	Registered	United States of America	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
FAERIE TALE THEATRE	85/326024	4,104,735	May 20, 2011	Feb. 28, 2012	Registered	United States of America	


Proprietor: Entertainment One U.S. LP (formerly Koch Entertainment Distribution LLC Which Merged into Koch Entertainment LP)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
IN THE PAINT	75/936843	2537744	Mar. 4, 2000	Feb. 12, 2002	Not in use	United States of America	
COMBAT RECORDS SEEK.STRIKE.DESTROY.DESIGN	78/650102		Jun. 14, 2005		Not in use	United States of America	
							
COMBAT RECORDS	78/608728		Apr. 14, 2005		Not in use	United States of America	
AMERICAN KIDS PRESENTS	78/353639		Jan. 19, 2004		Not in use	United States of America	

Proprietor: Koch Entertainment Distribution LLC (Merged Into Koch Entertainment LP)¹







Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
TRAINER'S EDGE	78/393270	3010826	Mar. 30, 2004	Nov. 1, 2005	Not in use	United States of America	


Proprietor: Death Row Acquisition LLC



Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
 DEATH ROW RECORDS	77/801,298	3,884,857	Aug 10, 2009	7 Dec, 2010	Registered	United States of America	
DEATH ROW RECORDS	77/785,361	3,884,831	July 20, 2009	7 Dec, 2010	Registered	United States of America	
DEATH ROW RECORDS	77/979,999		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,368		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,376		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,366		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,375		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,371		July 20, 2009		Registration pending	United States of America	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
DEATH ROW RECORDS	77/785,381		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,356		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,385		July 20, 2009		Registration pending	United States of America	
MATH ROW RECORDS	77/979,994		August 10, 2009		Registration pending	United States of America	
MATH ROW RECORDS	77/801,290		August 10, 2009		Registration pending	United States of America	
MATH ROW RECORDS	77/801,311		August 10, 2009		Registration pending	United States of America	
MATH ROW RECORDS	77/801,306		August 10, 2009		Registration pending	United States of America	


Schedule A to Trademark
Security Agreement

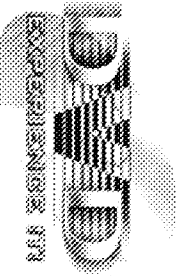

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	77/801,317		August 10, 2009		Registration pending	United States of America	
	77/801,303		August 10, 2009		Registration pending	United States of America	
	77/801,315		August 10, 2009		Registration pending	United States of America	
	77/801,323		August 10, 2009		Registration pending	United States of America	
	77801,328		August 10, 2009		Registration pending	United States of America	
							
DEATH ROW RECORDS	134429	134427	Feb 9, 2010	Sept 20, 2010	Registered	Australia	


Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	134429	134427	Feb 9, 2010	Aug 6, 2010	Registered	Australia	
DEATH ROW RECORDS	8870297	8870297	Feb 9, 2010	Aug 10, 2010	Registered	Community Trademark	
	8870371	8870371	Feb 9, 2010	Aug 2, 2010	Registered	Community Trademark	
	2010-9571	5354546	Feb 10, 2010	Sept 17, 2010	Registered	Japan	
DEATH ROW RECORDS	2010-9814	5385239	11 Feb, 2010	Jan 21, 2011	Registered	Japan	
DEATH ROW RECORDS	1065950	1197372	Feb 9, 2010	Jan 16, 2011	Registered	Mexico	
	1065949	1197373	Feb 9, 2010	Jan 16, 2011	Registered	Mexico	
DEATH ROW RECORDS	1469048		Feb 10, 2010		Registration pending	Canada	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	1469042		Feb 10, 2010		Registration pending	Canada	
DEATH ROW RECORDS	8271809		May 6, 2010		Registration pending	China	
	8068287		May 6, 2010		Registration pending	China	

Proprietor: Entertainment One Limited Partnership

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
DVE-UNE EXPERIENCE À DÉCOUVRIR! DESIGN 	1,124,385	TMA588,516	Dec. 6, 2001	Aug. 29, 2003	Registered	Canada	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
							
DVD-EXPERIENCE IT! DESIGN	1,124,384	TMA588,479	Dec. 6, 2001	Aug. 28, 2003	Registered	Canada	
VIDEO ONE PREVIEW	1,124,387	TMA585,888	Dec. 6, 2001	Jul. 23, 2003	Registered	Canada	
PRIMEURS PREVIEW	1,124,383	TMA607,470	Dec. 6, 2001	Apr. 13, 2004	Registered	Canada	
NOUVEAUTÉS EXTRA DESIGN	1,124,386	TMA583,423	Dec. 6, 2001	Jun. 10, 2003	Registered	Canada	
	844,871	TMA496,357	May 13, 1997	Jun 18, 1998	Registered	Canada	
							
ZEBUS	1,397,131	TMA801741	May 28, 2008	July 8, 2011	Registered	Canada	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
BACKSPACER LOGO WITH CARTOUCHE AND THREE-POINTED SHAPE	1,641,170	N/A	August 27, 2013	N/A	Pending	Canada	
 NOAB SPACER							
LE PLANIFICATEUR & Design	1,603,500	TMA914384	November 22, 2012	September 17, 2015	Registered	Canada	
LE PLANIFICATEUR <small>VOIR NÉCESSAIRE PLANNING CAHIER</small>							
THE PLANNER	1603478	TMA900,541	November 22, 2012	April 8, 2015	Registered	Canada	
THE PLANNER	1,603,497	TMA914385	November 22, 2012	September 17, 2015	Pending	Canada	
THE PLANNER <small>VOIR NÉCESSAIRE PLANNING CAHIER</small>							
LE PLANIFICATEUR	1603494	TMA903,492	November 22, 2012	May 1, 2015	Registered	Canada	

Seville Pictures Inc. (previously known as Seville Entertainment Inc.)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
INDUSTRY ENTERTAINMENT	0885362	TMA538029	1998-07-23	2000-11-30	Registered	Canada	

Entertainment One Films Canada Inc. (previously known as Maximum Film Distribution Inc.)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
MAXIMUM FILMS DESIGN	1364970	TMA724496	2007-09-25	2008-09-25	Registered	Canada	
MAXIMUM FILMS	1364837	TMA724494	2007-09-24	2008-09-25	Registered	Canada	
Certified Funny		4,350,009	October 17, 2012	June 11, 2013	Registered	USA	
Certified Funny		4,350,010	October 17, 2012	June 11, 2013	Registered	USA	


Proprietor: Entertainment One UK Limited, Astley Baker Davies Limited


Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Peppa	906874955,	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	Brazil	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.
	906874998,						
	906875013,						
	906875030,						
	906875064,						
	906875080,						
	906875102,						
	906875145,						
	906875170,						
	906875196,						
906875234,							
906875269,							
906875307,							
906875323,							
906875358,							
906875382,							
906875420,							
906875455,							
906875480,							
906875501.							
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark


Peppa (word mark)	1078385, 1078382	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	Chile	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.
Peppa (word mark)	012216792	TBC	11 October 2013	TBC	Application filed for class numbers: 05, 08, 12, 14, 20, 27, 35, 38.	European Union	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.
Peppa (word mark)	011577335	TBC	11 October 2013	TBC	Application filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	WIPO	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.
Peppa Pig (word mark)	906874963, 906875005, 906875021, 906875048, 906875072, 906875099, 906875129,	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35,	Brazil	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the

	906875153, 906875188, 906875218, 906875242, 906875277, 906875315, 906875331, 906875366, 906875404, 906875439, 906875463, 906875498, 906875510,				38, 41.		property within the territory.
Peppa Pig (word mark)	012216834	TBC	11 October 2013	TBC	Applications filed for class numbers: 05, 08, 12, 14, 20, 27, 35, 38.	European Union	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.
Peppa Pig (word mark)	012216834	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	WIPO	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.

Peppa Pig (figurative mark)	906874980, 906875056, 906875137, 906875161, 906875226, 906875250, 906875285, 906875340, 906875374, 906875412, 906875447, 906875528	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32, 41.	Brazil	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.
Peppa Pig (figurative mark)	1078386, 1078389, 012216883	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32, 41.	European Union	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.
Peppa Pig (figurative mark)	012216883	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32, 41.	WIPO	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.
Entertainment One	982971	982971	16 August 2013	04 March 2014	Registered	New Zealand	
eOne	982972	982972	16 August 2013	04 March 2014	Registered	New Zealand	

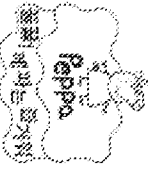

	982970	982970	16 August 2013	04 March 2014	Registered	New Zealand	
Peppa device mark, Korea		1029735	13 May 2013	28 March 2014	Registered	Korea	None individually material
		1029736					
		1029737					
		1029738					
Peppa word mark, Korea		1029739	13 May 2013	28 March 2014	Registered	Korea	None individually material
		1029740					
		1029728					
		1029730					
Peppa Pig word mark, Korea		1029731	13 May 2013	28 March 2014	Registered	Korea	None individually material
		1029732					
		1029733					
		1029734					
“Peppa” word mark in Class 03	40-2013-0031141	40-1029728	13 May 2013	28 March 2014	Registered	South Korea	N/A
		1029719					
		1029724					
“Peppa” word mark in Class 09	40-2013-0031142	40-1043588	13 May 2013	19 June 2014	Registered	South Korea	N/A
		40-1043591					
		40-1029730					
“Peppa” word mark in Class 16	40-2013-0031144	40-1029730	13 May 2013	28 March 2014	Registered	South Korea	N/A
		40-1029731					
“Peppa” word mark in Class 18	40-2013-0031145	40-1029731	13 May 2013	28 March 2014	Registered	South Korea	N/A

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
mark in Class 20							
"Peppa" word mark in Class 21	40-2013-0031146	40-1029732	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa" word mark in Class 24	40-2013-0031147	40-1029733	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa" word mark in Class 25	40-2013-0031148	40-1029734	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa" word mark in Class 28	40-2013-0031149	40-1043592	13 May 2013	19 June 2014	Registered	South Korea	N/A
"Peppa" word mark in Class 32	40-2013-0031152	40-1043593	13 May 2013	19 June 2014	Registered	South Korea	N/A
"Have Fun With Peppa" device mark in Class 03	40-2013-0031153	40-1029735	13 May 2013	28 March 2014	Registered	South Korea	N/A
							
"Have Fun With Peppa" device mark in Class 09	40-2013-0031154	40-1043594	13 May 2013	19 June 2014	Registered	South Korea	N/A

							
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TRADEMARK

REEL: 005694 FRAME: 0542

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
 "Have Fun With Peppa" device mark in Class 16	40-2013-0031155	40-1043595	13 May 2013	19 June 2014	Registered	South Korea	N/A
 "Have Fun With Peppa" device mark in Class 18	40-2013-0031156	40-1029736	13 May 2013	28 March 2014	Registered	South Korea	N/A



TRADEMARK

REEL: 005694 FRAME: 0543

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
 <p>“Have Fun With Peppa” device mark in Class 20</p>	40-2013-0031157	40-1029737	13 May 2013	28 March 2014	Registered	South Korea	N/A
 <p>“Have Fun With Peppa” device mark in Class 21</p>	40-2013-0031158	40-1029738	13 May 2013	28 March 2014	Registered	South Korea	N/A



TRADEMARK


REEL: 005694 FRAME: 0544

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
 <p>“Have Fun With Peppa” device mark in Class 24</p>	40-2013-0031159	40-1029739	13 May 2013	28 March 2014	Registered	South Korea	N/A
 <p>“Have Fun With Peppa” device mark in Class 25</p>	40-2013-0031160	40-1029740	13 May 2013	28 March 2014	Registered	South Korea	N/A

TRADEMARK

REEL: 005694 FRAME: 0545



Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
 <p>“Have Fun With Peppa” device mark in Class 28</p>	40-2013-0031161	40-1043596	13 May 2014	19 June 2014	Registered	South Korea	N/A
 <p>“Have Fun With Peppa” device mark in Class 29</p>	40-2013-0031162	40-1043597	13 May 2014	19 June 2014	Registered	South Korea	N/A







Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
 "Have Fun With Peppa" device mark in Class 32	40-2013-0031164	40-1043598	13 May 2014	19 June 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 03	40-2013-0031126	40-1026429	13 May 2013	07 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 18	40-2013-0031130	40-1026430	13 May 2013	07 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 20	40-2013-0031131	40-1029719	13 May 2013	28 March 2014	Registered	South Korea	N/A




Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
"Peppa Pig" word mark in Class 21	40-2013-0031133	40-1029724	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 24	40-20130031134	40-1029725	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 25	40-2013-0031136	40-1029726	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 32	40-2013-0031140	40-1029727	13 May 2013	28 March 2014	Registered	South Korea	N/A
Skelanimals (logo, class 14,16,25,28)		1155595		19 June 2014	Registered	Korea	
Skelanimals (logo, class 28)		9838252		7 April 2014	Registered	China	
"Peppa Pig" word mark in Class 09	2013-0031127	40-1047784	13 May 2013	11 July 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 16	2013-0031129	40-1047786	13 May 2013	11 July 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in	2013-0031137	40-1047787	13 May 2013	11 July 2014	Registered	South Korea	N/A

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Class 28							
"Peppa Pig" word mark in Class 29	2013-0031138	40-1047788	13 May 2013	11 July 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 41	2013-0018725	41-0293267	13 May 2013	08 July 2014	Registered	South Korea	N/A
SO SO Happy		1170073	Mar. 16, 2013	October 1, 2014	Registered	Rep. of Korea	NA
SO SO Happy		1174047	Mar. 16, 2013	Nov. 20, 2014	Registered	Rep. of Korea	NA
"Peppa Pig" word mark in Class 05	3310602	2708417	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 08	3310603	2708418	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 12	3310605	2708419	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 16	3310607	2708420	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 20	3310608	2708421	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 20	3310609	2708422	21 February 2014	28 January 2015	Registered	Argentina	N/A

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Class 21							
"Peppa Pig" word mark in Class 24	3310612	2708423	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 27	3310613	2708424	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 28	3310614	2708425	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 29	3310615	2708426	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 30	3310616	2708427	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" word mark in Class 38	3310681	2708268	24 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 5	3310580	2708135	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 8	3310581	2708136	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 12	3310584	2708137	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 16	3310587	2708138	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 20	3310589	2708139	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 21	3310590	2708140	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 24	3310591	2708141	21 February 2014	28 January 2015	Registered	Argentina	N/A

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
"Peppa" word mark in Class 27	3310593	2708414	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 28	3310594	2708415	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 38	3310599	2708416	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" figurative mark in Class 3	3310684	2708270	24 February 2014	28 January 2015	Registered	Argentina	N/A
 "Peppa Pig" figurative mark in Class 9	3310687	2708273	24 February 2014	28 January 2015	Registered	Argentina	N/A
 "Peppa Pig" figurative mark in Class 16	3310688	2708274	24 February 2014	28 January 2015	Registered	Argentina	N/A
 "Peppa Pig" figurative mark in Class 18	3310689	2708275	24 February 2014	28 January 2015	Registered	Argentina	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark N/A

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
 "Peppa Pig" figurative mark in Class 21	3310690	2708276	24 February 2014	28 January 2015	Registered	Argentina	N/A
 "Peppa Pig" figurative mark in Class 24	3310691	2708277	24 February 2014	28 January 2015	Registered	Argentina	N/A
 "Peppa Pig" figurative mark in Class 25	3310692	2708278	24 February 2014	28 January 2015	Registered	Argentina	N/A
 "Peppa Pig" figurative mark in Class 28	3310693	2708279	24 February 2014	28 January 2015	Registered	Argentina	N/A
 "Peppa Pig" figurative mark in Class 29	3310694	2708280	24 February 2014	28 January 2015	Registered	Argentina	N/A
 "Peppa Pig" figurative mark	3310695	2708281	24 February 2014	28 January 2015	Registered	Argentina	N/A

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
in Class 30 							
“Peppa Pig” figurative mark in Class 32 	3310696	2708282	24 February 2014	28 January 2015	Registered	Argentina	N/A
“Peppa Pig” figurative mark in Class 41 	3310697	2708357	24 February 2014	28 January 2015	Registered	Argentina	N/A
“Cupcake and Dinosaur” word mark in Classes 09, 28, 41 – Proprietor: Entertainment One UK Limited	013346341	013346341	10 October 2014	07 March 2015	Registered	European Union	N/A
Entertainment One & Design	014539373		September 8, 2015		Filed	CTM (EU)	
eOne & Design	014539357		September 8, 2015		Filed	CTM (EU)	
“Ben and Holly’s Little Kingdom” word mark in classes 03, 09, 16, 18,	010186302	010186302	30 October 2014	06 September 2015	Registered	China	N/A

21, 24, 25, 28, 29, 30, 32 and 41.								
Peppa Pig figurative mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32 and 41.	m2014 17542	203175	11 October 2013	25 August 2015	Registered	Ukraine	N/A	
“Peppa” word mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32 and 41.	m2014 17543	203176	09 December 2014	25 August 2015	Registered	Ukraine	N/A	
Peppa Pig figurative mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30 32 and 41.	012216883_02	4,783,931	20 February 2014	04 August 2015	Registered	USA	N/A	
PJ Masks figurative mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30 and 32.	013957352	013957352	16 April 2015	13 August 2015	Registered	European Union	N/A	

TRADEMARK LICENSES

NONE