

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legendary Pictures Funding, LLC		06/28/2018	Limited Liability Company:
Titan Productions US, LLC		06/28/2018	Limited Liability Company:
Titan Productions Michigan, LLC		06/28/2018	Limited Liability Company:
Legendary Finance, Inc.		06/28/2018	Corporation:
Legendary Features Productions US, LLC		06/28/2018	Limited Liability Company:
Legendary Digital Studios, LLC		06/28/2018	Limited Liability Company:
Legendary Entertainment Publishing, LLC		06/28/2018	Limited Liability Company:
Nautilus Productions US, LLC		06/28/2018	Limited Liability Company:
RAJA Productions US, LLC		06/28/2018	Limited Liability Company:
RAJA Productions Hong Kong, LLC		06/28/2018	Limited Liability Company:
Gothic Manor US, LLC		06/28/2018	Limited Liability Company:
Monolith Productions US, LLC		06/28/2018	Limited Liability Company:
Monolith Industries HK, LLC		06/28/2018	Limited Liability Company:
Boggart Productions US, LLC		06/28/2018	Limited Liability Company:
Dirty Water Holdings, LLC		06/28/2018	Limited Liability Company:
Dirty Water West, LLC		06/28/2018	Limited Liability Company:
Ebbets Productions, LLC		06/28/2018	Limited Liability Company:
Catacombs US, LLC		06/28/2018	Limited Liability Company:
Cloven Productions US, LLC		06/28/2018	Limited Liability Company:
Monolith Industries PRC, LLC		06/28/2018	Limited Liability Company:
Triune Productions US, LLC		06/28/2018	Limited Liability Company:
Black Dagger Productions US, LLC		06/28/2018	Limited Liability Company:
Catalyst Productions, LLC		06/28/2018	Limited Liability Company:
Pacrim Productions, LLC		06/28/2018	Limited Liability Company:
Dark Energy US, LLC		06/28/2018	Limited Liability Company:
Silvermoon Productions US, LLC		06/28/2018	Limited Liability Company:

CH \$165.00 3412677

TRADEMARK

Name	Formerly	Execution Date	Entity Type
Milk Street Productions, LLC		06/28/2018	Limited Liability Company:
Olive Productions, LLC		06/28/2018	Limited Liability Company:
Carnival Row Productions, LLC		06/28/2018	Limited Liability Company:
Ruff Draft Productions, LLC		06/28/2018	Limited Liability Company:
Tuppence And Trolls Productions, LLC		06/28/2018	Limited Liability Company:
Alameda Productions, LLC		06/28/2018	Limited Liability Company:
40 North Productions, LLC		06/28/2018	Limited Liability Company:
B-Steel, Inc.		06/28/2018	Corporation:
B-Steel, LLC		06/28/2018	Limited Liability Company:
Washtub Productions US, LLC		06/28/2018	Limited Liability Company:
Almanack Productions Inc.		06/28/2018	Corporation:
Flat Foot Productions - CAN, Inc.		06/28/2018	Corporation:
Green Zone Productions II Inc.		06/28/2018	Corporation:
Green Zone III Productions, Inc.		06/28/2018	Corporation:
Green Zone Productions Quebec Inc.		06/28/2018	Corporation:
Legendary Productions Quebec Inc.		06/28/2018	Corporation:
Main Mast Productions - CAN Inc.		06/28/2018	Corporation:
Maelstrom Productions Quebec, Inc.		06/28/2018	Corporation:
Monolith Productions - CAN Inc.		06/28/2018	Corporation:
NEMO Productions - CAN, Inc.		06/28/2018	Corporation:
Outstretched Productions - CAN, Inc.		06/28/2018	Corporation:
Pendle Mountain Productions-CAN Inc.		06/28/2018	Corporation:
Skull Productions - CAN Inc.		06/28/2018	Corporation:
Tuppence Productions I Inc.		06/28/2018	Corporation:
PAC Monster Rim II Films Inc.		06/28/2018	Corporation:
Fathom Productions UK Ltd.		06/28/2018	Limited company:
Gumshoe Productions UK Ltd.		06/28/2018	Limited company:
Legendary Television EMEA Ltd.		06/28/2018	Limited company:
Maelstrom Productions UK Ltd.		06/28/2018	Limited company:

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 Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3412677	LEGENDARY PICTURES
Registration Number:	3621043	LEGENDARY
Registration Number:	3656926	LEGENDARY
Serial Number:	87832918	THE LOOMING TOWER
Serial Number:	87848125	COLONY
Serial Number:	87848254	LOVE

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 44590-00174

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 07/19/2018

Total Attachments: 13

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

Dated as of June 28, 2018

WHEREAS, the Persons listed on the signature pages as grantors (each a “Grantor” and, collectively, the “Grantors”) now owns or holds 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 filed 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 Third Amended Credit, Security, Guaranty and Pledge Agreement dated as of June 28, 2018 (as the same may be further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), among Legendary Pictures Funding, LLC, as Borrower, the Guarantors referred to therein, the Lenders referred to therein (the “Lenders”) and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”) and as Issuing Bank (in such capacity, the “Issuing Bank”), the Lenders have agreed to make loans to Borrower, and the Issuing Bank has agreed to issue, and the Lenders have agreed to participate in, letters of credit for the accounts of Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Grantor including, without limitation, all right, title and interest of such Grantor in, to and under all of such Grantor’s Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor, 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 and/or its obligations under and in connection with its guaranty of the Obligations, as applicable; and

WHEREAS, the Administrative Agent and each Grantor 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 is hereby acknowledged, each Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations and/or its obligations under and in connection with its guaranty of the Obligations, as applicable, a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the following (all of the following items (i)-(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 such Grantor:

(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 such Grantor 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.

Each Grantor agrees that if any Person shall do or perform any act which the Administrative Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of such Grantor, the Administrative Agent, or the Lenders, or if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to such Grantor (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 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 such Grantor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Grantors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Grantors agree to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantors' 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 Grantor and the Administrative Agent 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 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 Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and Payment in Full of the Obligations, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Grantors, at the Grantors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary or advisable 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.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents executed by Grantor, Grantor 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 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.

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 13.1 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 Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and Grantor. 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 any Grantor (including their respective successors and permitted assigns) without the prior written consent of the Administrative Agent (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.

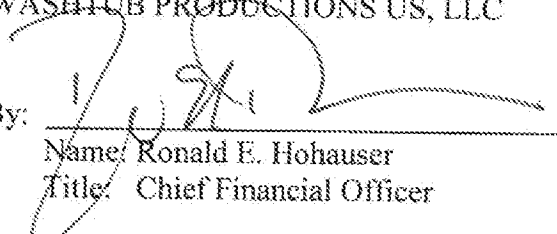
If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

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

LEGENDARY PICTURES FUNDING, LLC
TITAN PRODUCTIONS US, LLC
TITAN PRODUCTIONS MICHIGAN, LLC
LEGENDARY FINANCE, INC.
LEGENDARY FEATURES PRODUCTIONS US, LLC
LEGENDARY DIGITAL STUDIOS, LLC
LEGENDARY ENTERTAINMENT PUBLISHING, LLC
NAUTILUS PRODUCTIONS US, LLC
RAJA PRODUCTIONS US, LLC
RAJA PRODUCTIONS HONG KONG, LLC
GOTHIC MANOR US, LLC
MONOLITH PRODUCTIONS US, LLC
MONOLITH INDUSTRIES HK, LLC
BOGGART PRODUCTIONS US, LLC
DIRTY WATER HOLDINGS, LLC
DIRTY WATER WEST, LLC
EBBETS PRODUCTIONS, LLC
CATACOMBS US, LLC
CLOVEN PRODUCTIONS US, LLC
MONOLITH INDUSTRIES PRC, LLC
TRIUNE PRODUCTIONS US, LLC
BLACK DAGGER PRODUCTIONS US, LLC
CATALYST PRODUCTIONS, LLC
PACRIM PRODUCTIONS, LLC
DARK ENERGY US, LLC
SILVERMOON PRODUCTIONS US, LLC
MILK STREET PRODUCTIONS, LLC
OLIVE PRODUCTIONS, LLC
CARNIVAL ROW PRODUCTIONS, LLC
RUFF DRAFT PRODUCTIONS, LLC
TUPPENCE AND TROLLS PRODUCTIONS, LLC
ALAMEDA PRODUCTIONS, LLC
40 NORTH PRODUCTIONS, LLC
B-STEEL, INC.
B-STEEL, LLC
WASHUB PRODUCTIONS US, LLC

By:


Name: Ronald E. Hohaus
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006384 FRAME: 0845

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

: ss.:

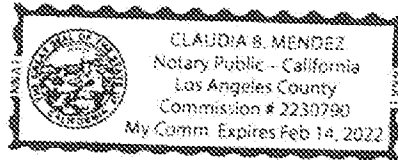
COUNTY OF Los Angeles

On this the 25th day of June, 2018, before me, Claudia B. Mendez, the undersigned Notary Public, personally appeared Ronald E. Hohawser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Claudia B. Mendez
Notary Public



ALMANACK PRODUCTIONS INC.
FLAT FOOT PRODUCTIONS - CAN, INC.
GREEN ZONE PRODUCTIONS II INC.
GREEN ZONE III PRODUCTIONS, INC.
GREEN ZONE PRODUCTIONS QUÉBEC INC.
LEGENDARY PRODUCTIONS QUÉBEC INC.
MAIN MAST PRODUCTIONS - CAN INC.
MAELSTROM PRODUCTIONS QUÉBEC, INC.
MONOLITH PRODUCTIONS - CAN INC.
NEMO PRODUCTIONS - CAN, INC.
OUTSTRETCHED PRODUCTIONS - CAN, INC.
PENDLE MOUNTAIN PRODUCTIONS-CAN
INC.
SKULL PRODUCTIONS - CAN INC.
TUPPENCE PRODUCTIONS I INC.
PAC MONSTER RIM II FILMS INC.

By: _____

Name: Ronald E. Hohausner

Title: Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006384 FRAME: 0847

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

: ss.:

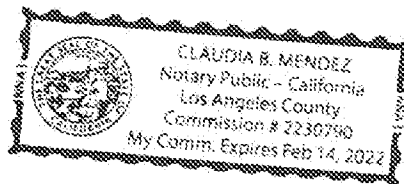
COUNTY OF Los Angeles)

On this the 25th day of June, 2018, before me, Claudia B. Mendez, the undersigned Notary Public, personally appeared Ronald E. Hohausen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Claudia B. Mendez
Notary Public



FATHOM PRODUCTIONS UK LTD.
GUMSHOE PRODUCTIONS UK LTD.
LEGENDARY TELEVISION EMEA LTD
MAELSTROM PRODUCTIONS UK LTD.

By: 
Name: Ronald E. Hohaus
Title: Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

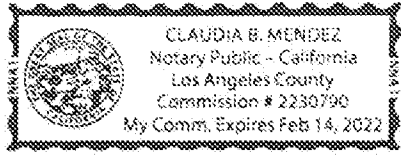
STATE OF CALIFORNIA)
 : ss.
COUNTY OF Los Angeles

On this the 25th day of June, 2018, before me, Claudia B. Mendez, the undersigned Notary Public, personally appeared Ronald E. Hahawser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Claudia B. Mendez
Notary Public



ACCEPTED:

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


By: 
Name: **Patrick J. Minnick**
Title: **Executive Director**

Signature Page to Trademark Security Agreement





TRADEMARK
REEL: 006384 FRAME: 0851

Schedule A
to Trademark Security Agreement

TRADEMARKS

Trademark	Credit Party	Jurisdiction	Application Number / Date	Registration Number / Date
THE LOOMING TOWER	40 North Productions, LLC	U.S.A.	87832918 / March 13, 2018	Registration Pending
COLONY	Olive Productions, LLC	U.S.A.	87848125 / March 23, 2018	Registration Pending
	Alameda Productions, LLC	U.S.A.	87848254 / March 24, 2018	Registration Pending

TRADEMARK LICENSES

Trademark	Credit Party	Jurisdiction	Registration Number / Registration Date
LEGENDARY PICTURES	Borrower	U.S.A.	3412677 / April 15, 2008
 LEGENDARY PICTURES  LEGENDARY	Borrower	U.S.A.	3621043 / May 12, 2009
 LEGENDARY PICTURES  LEGENDARY	Borrower	U.S.A.	3656926 / July 21, 2009