

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technicolor Creative Services USA, Inc.		07/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5758037	THE DEEP	
Serial Number:	88001511	THE DEEP	
Serial Number:	88028729	THE FOCUS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	06385-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	07/24/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK Security Agreement (the “Confirmatory Grant”) dated July 17, 2020, is among the TECHNICOLOR CREATIVE SERVICES USA, INC. (the “Grantor”) and WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as agent for the Lender Group (as defined in the Credit Agreement referred to below, in such capacity, together with its successors and assigns in such capacity, “Agent”)

WHEREAS, pursuant to that certain Credit Agreement dated as of July 16, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among TECHNICOLOR USA, INC., a Delaware corporation (“Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lenders have agreed to make loans available to the Borrower from time to time pursuant to the terms and conditions thereof. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to induce the Lenders to make loans to Borrower as provided for in the Credit Agreement, Grantors have agreed to grant a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of the Secured Obligations, Grantor has executed and delivered that certain Security Agreement dated as of July 17, 2020 among the Grantor and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed thereunder to execute this Confirmatory Grant for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. To secure the prompt and complete payment and performance of all Secured Obligations, Grantor hereby pledges, assigns, transfers and grants to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under all Intellectual Property, including the following (the “Collateral”):

- (i) (a) all trademarks, service marks, trade names, brand names, corporate names, company names, business names, fictitious business names, logos, trade dress, trade styles, and other source indicators, and all applications, registrations, recordations, issuances, renewals, or similar legal protections related to the foregoing therefor and all licenses thereof, and, in each case, all rights corresponding to any of the foregoing throughout the world, and (b) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement,

misappropriation, dilution, violation or other impairment thereof throughout the world (“Trademarks”) including, without limitation, all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office set forth in Schedule I hereto (as may be supplemented from time to time);

provided that notwithstanding anything to the contrary contained in the foregoing clause the security interest created hereby shall not extend to, and the term “Collateral” shall not include, “intent-to-use” or similar trademark applications filed in the United States Patent and Trademark Office, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Confirmatory Grant secures the payment of all Secured Obligations of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

SECTION 4. Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by facsimile or other electronic imaging (including in .pdf or format) means shall be effective as delivery of a manually executed counterpart of this Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Confirmatory Grant has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Confirmatory Grant and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. Section 23 of the Security Agreement shall apply to this Confirmatory Grant, mutatis mutandis, as if it had been fully set forth herein, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank;

Signatures Follow]

IN WITNESS WHEREOF, Grantor and the Agent have caused this Confirmatory Grant to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**TECHNICOLOR CREATIVE SERVICES
USA, INC.**, a Delaware corporation

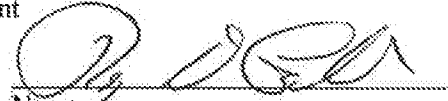
By: 

Name: Carolyn Sha

Title: Treasurer

**WILMINGTON SAVINGS FUND
SOCIETY, FSB,**
as Agent

By:



Name:

Title: **Raye D. Goldsborough**
Assistant Vice President

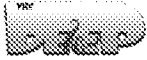
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007007 FRAME: 0311

Schedule I
to
Confirmatory Grant

UNITED STATES TRADEMARKS:

Registrations and Applications:

Trademark	Owner	Application No.	Registration No.	Registration Date
THE DEEP	Technicolor Creative Services USA, Inc.	87128092	5758037	5/21/2019
THE DEEP Design 	Technicolor Creative Services USA, Inc.	88001511	N/A	N/A
THE FOCUS	Technicolor Creative Services USA, Inc.	88028729	N/A	N/A