

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Technicolor USA, Inc.		07/17/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB		
<b>Street Address:</b>	500 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Federal Savings Bank: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2376981	CHANGING ENTERTAINMENT. AGAIN.	
<b>Registration Number:</b>	5181808	PROSCAN	
<b>Registration Number:</b>	3451178	PROSCAN	
<b>Registration Number:</b>	1393109	PROSCAN	
<b>Serial Number:</b>	88220422	PROSCAN	
<b>Registration Number:</b>	2374649	SO ADVANCED. YET SO SIMPLE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	06385-00001		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>SIGNATURE:</b>	/stephanie kann/		
<b>DATE SIGNED:</b>	07/24/2020		

CH \$165.00 2376981

**Total Attachments: 5**

source=Technicolor - Trademark Security Agreement - Technicolor USA Inc. Executed#page1.tif

source=Technicolor - Trademark Security Agreement - Technicolor USA Inc. Executed#page2.tif

source=Technicolor - Trademark Security Agreement - Technicolor USA Inc. Executed#page3.tif

source=Technicolor - Trademark Security Agreement - Technicolor USA Inc. Executed#page4.tif

source=Technicolor - Trademark Security Agreement - Technicolor USA Inc. Executed#page5.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK Security Agreement (the “Confirmatory Grant”) dated July 17, 2020, is among the TECHNICOLOR 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 USA, INC., a Delaware corporation

By: Kate Winders  
Name: Kate Winders  
Title: Secretary

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

By:



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

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007007 FRAME: 0330**

Schedule I  
to  
Confirmatory Grant

**UNITED STATES TRADEMARKS:**

Registrations and Applications:

Trademark	Owner	Application No.	Registration No.	Registration Date
CHANGING ENTERTAINMENT. AGAIN.	Technicolor USA, Inc.	75642442	2376981	8/15/2000
PROSCAN	Technicolor USA, Inc.	85608076	5181808	4/11/2017
PROSCAN	Technicolor USA, Inc.	78869182	3451178	6/17/2008
PROSCAN	Technicolor USA, Inc.	73562585	1393109	5/13/1986
PROSCAN	Technicolor USA, Inc.	88220422	N/A	N/A
SO ADVANCED. YET SO SIMPLE.	Technicolor USA, Inc.	75643168	2374649	8/8/2000