

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FOURTH AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAMBINO FILMS, LLC		12/17/2021	Limited Liability Company:
BLUE CAT PRODUCTIONS, LLC		12/17/2021	Limited Liability Company:
CAVALCADE PRODUCTIONS, LLC		12/17/2021	Limited Liability Company:
KNIGHT TAKES KING PRODUCTIONS, LLC		12/17/2021	Limited Liability Company:
MRC I HEDGE CO, LLC		12/17/2021	Limited Liability Company:
MRC I PROJECT CO, LLC		12/17/2021	Limited Liability Company:
MRC II DISTRIBUTION COMPANY L.P.		12/17/2021	Limited Partnership:
MRC II HOLDINGS L.P.		12/17/2021	Limited Partnership:
MRC INTERNATIONAL DISTRIBUTION COMPANY, INC.		12/17/2021	Corporation:
RAGING BEAR, LLC		12/17/2021	Limited Liability Company:
WBC, LLC		12/17/2021	Limited Liability Company:
MRC360, LLC		12/17/2021	Limited Liability Company:
YEKATERINA, LLC		12/17/2021	Limited Liability Company:
YEKATERINA UK LIMITED		12/17/2021	Corporation:
EASY MARK CDN PRODUCTIONS INC.		12/17/2021	Corporation:
BRIGHTSIDE PRODUCTIONS LLC		12/17/2021	Limited Liability Company:
EASY MARK, LLC		12/17/2021	Limited Liability Company:
ETERNAL SPRINGS PRODUCTIONS LLC		12/17/2021	Limited Liability Company:
GOLDEN DRAGONS, LLC		12/17/2021	Limited Liability Company:
HIGH ROLLER PRODUCTIONS LLC		12/17/2021	Limited Liability Company:
RIDE OR DIE PRODUCTIONS, LLC		12/17/2021	Limited Liability Company:
BAMBINO FILMS UK LIMITED		12/17/2021	Corporation:
HALFNELSON FILMS UK		12/17/2021	Corporation:
			TRADEMARK

CH \$215.00 4847059

Name	Formerly	Execution Date	Entity Type
LIMITED			
BENEDICT WHITE, LLC		12/17/2021	Limited Liability Company:
EMPTY SUIT, LLC		12/17/2021	Limited Liability Company:
FRIMPSE, LLC		12/17/2021	Limited Liability Company:
HALFNELSON FILMS, LLC		12/17/2021	Limited Liability Company:
HOT SAUCE LLC		12/17/2021	Limited Liability Company:
PICKLEBACK, LLC		12/17/2021	Limited Liability Company:
PICKLEBACK NOLA, LLC		12/17/2021	Limited Liability Company:
ROLL DOWN, LLC		12/17/2021	Limited Liability Company:
FANG SHUI, LLC		12/17/2021	Limited Liability Company:
HUNGRY CITY, LLC		12/17/2021	Limited Liability Company:
OAKTREE ENTERTAINMENT, LLC		12/17/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
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: 8

Property Type	Number	Word Mark
Registration Number:	4847059	BLUNT TALK
Registration Number:	5498342	COUNTERPART
Registration Number:	4279985	THE LIFE & TIMES OF TIM
Registration Number:	4684864	MRC
Registration Number:	5498343	OZARK
Registration Number:	6403759	OZARK
Registration Number:	4946432	TED
Registration Number:	4357420	THE RICKY GERVAIS SHOW

CORRESPONDENCE DATA

Fax Number:

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: 6504732643

Email: mpatton@omm.com

Correspondent Name: Madeleine Patton / Luis Torres-Cervantes

TRADEMARK

REEL: 007536 FRAME: 0171

Address Line 1: 2765 Sand Hill Rd
Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER: Madeleine Patton

SIGNATURE: /Madeleine Patton/

DATE SIGNED: 12/20/2021

Total Attachments: 12

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FOURTH AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

As of December 17, 2021

WHEREAS, MRC II DISTRIBUTION COMPANY L.P. (the "Borrower") and the other Credit Parties referred to in the Credit Agreement (as defined below), together with the Borrower, each a "Pledgor" and collectively the "Pledgors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of December 17, 2021, (as may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), among the Pledgors, Media Rights Capital II, LLC, as a Pledgor thereunder, the lenders referred to therein, and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the "Administrative Agent") and issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations;

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith; and

WHEREAS, the Borrower, the Guarantors and the Administrative Agent are parties to that certain (a) Trademark Security Agreement dated as of September 2008 and recorded by the United States Patent and Trademark Office (the “USPTO”) on October 14, 2008 at Reel 003871 Frame 0022 (as amended by that certain Supplement No. 1 dated as of January 11, 2011 and recorded by the USPTO on January 19, 2011 at Reel 004456 Frame 0248, that certain Supplement No. 2 dated as of May 2, 2011 and recorded by the USPTO on May 11, 2011 at Reel 004538 Frame 0855), (b) Amended and Restated Trademark Security Agreement dated as of July 25, 2011 and recorded by the USPTO on July 28, 2011 at Reel 004592 Frame 0492 (as amended by that certain Supplement No. 1 dated as of May 31, 2013 and recorded by the USPTO on June 5, 2013 at Reel 005041 Frame 0477), (c) Second Amended and Restated Trademark Security Agreement dated as of July 10, 2014 and recorded by the USPTO on July 10, 2014 at Reel 005320 Frame 0199, and (d) Third Amended and Restated Trademark Security Agreement dated as of July 8, 2016 and recorded by the USPTO on August 3, 2016 at Reel 005856 Frame 0722 (collectively, as may have been further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Original Trademark Security Agreement”) and are executing this Fourth Amended and Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in all of the Pledgors’ right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the “Trademark Collateral”), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the 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(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to provide reasonable assistance to the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' 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 of the Pledgors and the Administrative Agent does 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, without limitation, 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 Fourth Amended and Restated Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper 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.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide the notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Fourth Amended and Restated Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents to which it is a party,

the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS FOURTH AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

Any provision of this Fourth Amended and Restated 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.

This Fourth Amended and Restated 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.

The parties hereto hereby acknowledge and agree that (a) this Fourth Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement that is being entered into in connection with an amendment and restatement of the Existing Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Existing Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Fourth Amended and Restated Trademark Security Agreement and (c) the Original Trademark Security Agreement and all security interests previously created and/or perfected by or under the Original Trademark Security Agreement (including any supplements thereto) are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Credit Agreement or the Original Trademark Security Agreement.

[Signature Pages Follow]

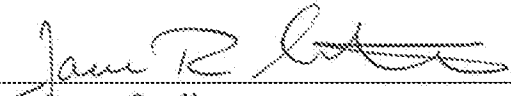
IN WITNESS WHEREOF, each Pledgor has duly executed this Fourth Amended and Restated Trademark Security Agreement as of the day and year first written above.

PLEDGORS:

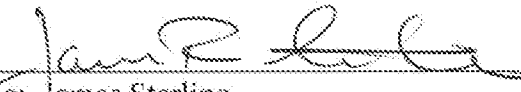
BAMBINO FILMS, LLC
BLUE CAT PRODUCTIONS, LLC
CAVALCADE PRODUCTIONS, LLC
KNIGHT TAKES KING PRODUCTIONS, LLC
MRC I HEDGE CO, LLC
MRC I PROJECT CO, LLC
MRC II DISTRIBUTION COMPANY L.P.
MRC II HOLDINGS L.P.
MRC INTERNATIONAL DISTRIBUTION
COMPANY, INC.
RAGING BEAR, LLC
WBC, LLC

By: _____
Name: Scott W. Tenley
Title: Authorized Officer

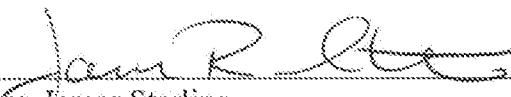
MRC360, LLC
YEKATERINA, LLC

By: 
Name: James Sterling
Title: Secretary

YEKATERINA UK LIMITED
EASY MARK CDN PRODUCTIONS INC.

By: 
Name: James Sterling
Title: Director


BRIGHTSIDE PRODUCTIONS LLC
EASY MARK, LLC
ETERNAL SPRINGS PRODUCTIONS LLC
GOLDEN DRAGONS, LLC
HIGH ROLLER PRODUCTIONS LLC
RIDE OR DIE PRODUCTIONS, LLC

By: 
Name: James Sterling
Title: Vice President

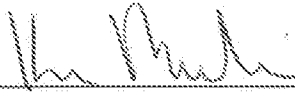
BAMBINO FILMS UK LIMITED
HALFNELSON FILMS UK LIMITED

By: 
Name: Jonathan Golfman
Title: Director


BENEDICT WHITE, LLC
EMPTY SUIT, LLC
FRIMPSE, LLC
HALFNELSON FILMS, LLC
HOT SAUCE LLC
PICKLEBACK, LLC
PICKLEBACK NOLA, LLC
ROLL DOWN, LLC

By: 
Name: Jonathan Golfman
Title: President

FANG SHUI, LLC
HUNGRY CITY, LLC

By: 
Name: Ken Makowski
Title: President

OAKTREE ENTERTAINMENT, LLC

By: 
Name: Ken Makowski
Title: Treasurer

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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)

COUNTY OF Los Angeles)

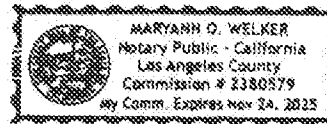
On Dec 15, 2021 before me, Maryann O. Welker Notary
Date Insert Name and Title of the officer

Public, personally appeared Scott Tenney, James Sterling,
Ken Makowski, + Jonathan Goldman
Name(s) of Signer(s)

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/his/their authorized capacity(ies), and that by his/his/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.



Signature: Maryann O. Welker

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document Trademark
Title or Type of Document: Security Agmt. Document Date: 12/17/21
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: (see above) Signers Name: _____

Corporate Officer - Title(s) _____ Corporate Officer - Title(s) _____

Partner - Limited General Partner - Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

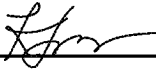
Signer is Representing: Various Entities Signer is Representing: _____

TRADEMARK

REEL: 007536 FRAME: 0181

ACCEPTED:

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

By: 
Name: _____
Title: Kristin Jang
Associate

Schedule A
to Fourth Amended and Restated Trademark Security Agreement

TRADEMARKS

Mark	Country File No.	Status	Serial No. Filing Date	Reg. No. Reg. Date
BLUNT TALK	United States	Registered	86311156 June 16, 2014	4847059 November 3, 2015
COUNTERPART	United States	Registered	86983861 March 28, 2016	5498342 June 19, 2018
LIFE & TIMES OF TIM	United States	Registered	85697267 August 7, 2012	4279985 January 22, 2013
MRC	United States	Registered	86372162 Aug 20, 2014	4684864 Feb 10, 2015
OZARK	United States	Registered	86983862 March 28, 2016	5498343 June 19, 2018

Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date
OZARK Stylized OZARK	United States of America 0891.08-TM	Registered	87582113 Aug 24, 2017	6403759 June 29, 2021
TED	United States	Registered	85644030 June 5, 2012	4946432 April 26, 2016
THE RICKY GERVAIS SHOW	United States	Registered	85754721 October 15, 2012	4357420 June 25, 2013