

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733851

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Electric Entertainment, Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Global Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
20 Minutes From Now, Inc.		05/31/2022	Corporation: CALIFORNIA
30,000 Foot View, Inc.		05/31/2022	Corporation: CALIFORNIA
Almost Paradise TV Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Almost Paradise TV Productions, Inc.		05/31/2022	Corporation: CALIFORNIA
Ark TV Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Ark TV Productions, Inc.		05/31/2022	Corporation: CALIFORNIA
Bad Samaritan Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Blank Slate Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Distribution, Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Distribution (B.C.), Inc.		05/31/2022	Corporation: BRITISH COLUMBIA
Electric Effects, Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Entertainment Music, Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Footlights, Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Holdings (Flyboys), Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Holdings (Librarian), Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Holdings (Librarian 2), Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Holdings (Librarian 3), Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Holdings (Triangle), Inc.		05/31/2022	Corporation: CALIFORNIA
Electric Post, Inc.		05/31/2022	Corporation: CALIFORNIA
Ex Libris Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Ex Libris Productions, Inc.		05/31/2022	Corporation: CALIFORNIA
Leverage 2 Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Leverage 3 Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA

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Name	Formerly	Execution Date	Entity Type
Leverage 4 Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Leverage 5 Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Leverage Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Leverage Productions, Inc.		05/31/2022	Corporation: CALIFORNIA
Leverage 2.0 Television Productions, Inc.		05/31/2022	Corporation: LOUISIANA
Leverage 2.0 TV Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
Librarian Productions, Inc.		05/31/2022	Corporation: CALIFORNIA
North Highland Music, Inc.		05/31/2022	Corporation: CALIFORNIA
The Deal Film Production		05/31/2022	Corporation: CALIFORNIA
Wannabe Holdings, Inc.		05/31/2022	Corporation: CALIFORNIA
M&G Financing, Inc.		05/31/2022	Corporation: CALIFORNIA
Diablo Details, LLC		05/31/2022	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	333 S. Hope Street, Suite 1300
Internal Address:	(Attn: Kelly Weaver)
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86264013	THE LIBRARIANS
Registration Number:	5124690	THE LIBRARIANS
Serial Number:	86694675	THE LIBRARIANS
Registration Number:	5125894	THE LIBRARIANS
Registration Number:	4786950	THE LIBRARIANS
Registration Number:	4774001	THE LIBRARIANS

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1708702
NAME OF SUBMITTER:	Rebecca Pottash
SIGNATURE:	/Rebecca Pottash/
DATE SIGNED:	06/10/2022

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

May 31, 2022

WHEREAS, ELECTRIC ENTERTAINMENT, INC., a California corporation (the “Borrower”), and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the “Guarantors,” and 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 Credit, Security, and Guaranty Agreement dated as of May 31, 2022 (as the same has been or may further 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 Borrower, the Guarantors from time to time party thereto, each Lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer, the Lenders and the L/C Issuer have agreed to make Credit Extensions to the Borrower, which Credit Extensions will be of benefit to the Borrower and its Subsidiaries that may become Guarantors of the Obligations; 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 (if any), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the 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 that 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

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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor does 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 such Pledgor’s right, title and interest in, to and under the following (all of the following items (i) through (iii) 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:

(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 (if any) 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 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.

Each Pledgor agrees that if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an infringement of any Trademark owned or held by such Pledgor, or violates or infringes any right of any Pledgor or any Secured Party in the Trademark Collateral, or if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use of the Trademark Collateral, then and in any such event, the Administrative Agent (a) may, if the applicable Pledgor fails to take any action necessary to protect the rights of such Pledgor or any Secured Party in the Trademark Collateral within 30 days following its receipt of a written notice from the Administrative Agent, or (b) shall have the right to, upon the occurrence and during the continuance of an Event of Default, and without notice, take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may reasonably 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 in the Trademark Collateral, but only to the extent that such enforcement rights are not exclusively reserved or exclusively controlled by an Approved Co-Financier pursuant to an Approved Co-Financing Agreement or by a Distributor pursuant to a Distribution Agreement. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give such Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph at such Pledgor's 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 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 the Termination Date shall have occurred, the security interest granted under this Trademark Security Agreement shall terminate. Upon request by the Pledgors (and at the sole expense of the Pledgors) after such termination, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary 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 that may have been made by the Administrative Agent pursuant to the terms hereof and 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 notice(s) required by Section 10.06 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 Trademark Security Agreement, the Credit Agreement and the other Loan Documents executed by the Pledgors, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Credit Agreement and under the other Loan Documents.

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

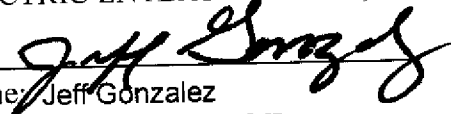
This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have duly executed this Trademark Security Agreement as of the date first written above.

PLEDGORS:

ELECTRIC ENTERTAINMENT, INC.

By: 
Name: Jeff Gonzalez
Title Chief Financial Officer

ELECTRIC GLOBAL HOLDINGS, INC.

20 MINUTES FROM NOW, INC.

30,000 FOOT VIEW, INC.

ALMOST PARADISE TV HOLDINGS, INC.

ALMOST PARADISE TV PRODUCTIONS,
INC.

ARK TV PRODUCTIONS, INC.

ARK TV HOLDINGS, INC.

BAD SAMARITAN HOLDINGS, INC.

BLANK SLATE HOLDINGS, INC.

ELECTRIC DISTRIBUTION, INC.

ELECTRIC DISTRIBUTION (B.C.), INC.

ELECTRIC EFFECTS, INC.

ELECTRIC ENTERTAINMENT MUSIC, INC.

ELECTRIC FOOTLIGHTS, INC.

ELECTRIC HOLDINGS (FLYBOYS), INC.

ELECTRIC HOLDINGS (LIBRARIAN), INC.

ELECTRIC HOLDINGS (LIBRARIAN 2), INC.

ELECTRIC HOLDINGS (LIBRARIAN 3), INC.

ELECTRIC HOLDINGS (TRIANGLE), INC.

ELECTRIC POST, INC.

EX LIBRIS HOLDINGS, INC.

EX LIBRIS PRODUCTIONS, INC.

LEVERAGE 2 HOLDINGS, INC.

LEVERAGE 3 HOLDINGS, INC.

LEVERAGE 4 HOLDINGS, INC.

LEVERAGE 5 HOLDINGS, INC.

LEVERAGE HOLDINGS, INC.

LEVERAGE PRODUCTIONS, INC.

LEVERAGE 2.0 TELEVISION

PRODUCTIONS, INC.


LEVERAGE 2.0 TV HOLDINGS, INC.

[Signature Page to Trademark Security Agreement]

TRADEMARK

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**LIBRARIAN PRODUCTIONS, INC.
NORTH HIGHLAND MUSIC, INC.
THE DEAL FILM PRODUCTION
WANNABE HOLDINGS, INC.
M&G FINANCING, INC.**

By: 
Name: Jeff Gonzalez
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007748 FRAME: 0537**


DIABLO DETAILS, LLC

By: Jeff Gonzalez
Name: Jeff Gonzalez
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Kelly Weaver
Title: Vice President

[Signature Page to Trademark Security Agreement] Electric Entertainment, Inc.

TRADEMARK
REEL: 007748 FRAME: 0539

Schedule A
to Trademark Security Agreement

Schedule A
TRADEMARKS

Serial Number	Registration Number	Class	Goods and Services	Priority Date	Registration Date	Expiry Date	Applicant	Attorney
86726013	86726013	16	Comic books; Graphic novels; Picture books	04/28/2014	04/28/2014	05/11/2017	Ex Libris Holdings, Inc.	239166A
867268037	867268037	25	Caps; Headwear; Jackets; Shirts; Sweet Shirts; T-shirts	04/30/2014	04/30/2014	1/17/23	Ex Libris Holdings, Inc.	239165
867268037	867268037	28	Toy action figures, toy action figures in the nature of mythological artifact figures, toy swords, board games, card games, trading card games, and table top games in the nature of board games, card games and trading card games	07/16/2015	07/16/2015	05/10/2017	Ex Libris Holdings, Inc.	239165
867981004	867981004	16	Blank journal books; Blank journals; Blank note cards; graphic prints and representations; Note cards; Note books; Postcards and greeting cards; Posters; Stickers	04/28/2014	04/28/2014	1/17/23	Ex Libris Holdings, Inc.	239166B
86726009	86726009	09	Pre-recorded DVDs, videotapes, discs, cartridges, and cassettes featuring an ongoing television series; downloadable computer, video, multimedia, and interactive electronic games made available for download on wired and wireless devices via the internet; all relating to an ongoing television series; computer, video and interactive electronic game disks, cartridges, and cassettes; all relating to an ongoing television series; interactive multimedia computer game programs relating to an ongoing television series; multiplayer computer game programs relating to an ongoing television series; virtual reality games, and multiplayer games made available for download on wired and wireless devices via a global computer network and other computer and communications networks; all relating to an ongoing television series; personal digital assistants, gaming machines, and mobile telephones; all relating to an ongoing television series; computer game software for use with home video game consoles; set-top boxes for interactive video games related to an ongoing television series; computer game programs related to an ongoing television series; downloadable software for use on personal computers; digital materials, namely, downloadable graphic files for use in handheld wireless devices and all featuring content from or relating to an ongoing television series	04/28/2014	04/28/2014	08/04/2021	Ex Libris Holdings, Inc.	239167
867268036	867268036	41	Entertainment services in the nature of an ongoing television series featuring drama, action and adventure interactive online entertainment; in the nature of a website containing photographic, video and prose presentations; related film clips and other multimedia material featuring an ongoing television series; drama, action and adventure prose presentations; temporary use of online non-downloadable video clips and other multimedia materials; featuring content from or related to a dramatic, action and adventure television series; providing temporary use of non-downloadable online computer, video and interactive electronic games via the internet; computer networks and global communications networks and relating to an ongoing television series; providing temporary use of non-downloadable online interactive multimedia games played via computer networks and global communications networks and relating to an ongoing television series; providing an online website featuring information relating to an ongoing television series	04/30/2014	04/30/2014	07/14/2021	Ex Libris Holdings, Inc.	239164

Schedule A - APPLICATIONS AND REGISTRATIONS NOT IN FULL FORCE AND EFFECT

TITLE OF WORK*	Copyright reg. #/CONTROL #	Registration Date	Copyright Registrant	Relevant Loan Party	Nature of Interests
The Wrath of the Gods	1-7499250731	TBD	Arrowstorm Entertainment	Electric Distribution, Inc.	Licensed

TRADEMARK

REEL: 007748 FRAME: 0542

RECORDED: 06/10/2022