026342 / 221.

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

	A fee is payable with this form Please see 'How to pay' on the last page You can use the Please go to ww	
1		1, please 85G4Y• at 6/2013 #103 a gov uk
	This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.	
	You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record	
1	Company details	8 For official use
Company number	0 2 6 4 3 2 6 6	→ Filling in this form
Company name in full	THE FEATURE FILM COMPANY LIMITED	Please complete in typescript or in bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Charge creation date	
Charge creation date	$\begin{bmatrix} d & 1 & \end{bmatrix} \begin{bmatrix} d & 4 & \end{bmatrix} \begin{bmatrix} m & 0 & \end{bmatrix} \begin{bmatrix} m & 6 & \end{bmatrix} \begin{bmatrix} y & 2 & y & 0 & y & 1 & y & 3 \end{bmatrix}$	
3	Names of persons, security agents or trustees entitled to the c	harge
	Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	JPMORGAN CHASE BANK, N A (as administrative agent)	
Name		
Name		
Name		
	If there are more than four names, please supply any four of these names then tick the statement below I confirm that there are more than four persons, security agents or trustees entitled to the charge	
	<u> </u>	<u> </u>

MR01 Particulars of a charge

4	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description		
5	Fixed charge or fixed security	
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
	∀ Yes	
	□ No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	Yes Continue	
	No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of	
	the company?	
	☐ Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	☐ Yes	
	√ No	

	MR01 Particulars of a charge	
8	Trustee statement [©]	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge	• This statement may be filed after the registration of the charge (use form MR06)
)	Signature	·
	Please sign the form here	
ignature	X Morgan Lewis & Sockies X	
	This form must be signed by a person with an interest in the charge	

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name E BUCKLER

Company name MORGAN, LEWIS & BOCKIUS

Address CONDOR HOUSE 5-10

ST PAUL'S CHURCHYARD

Post town LONDON

County/Region LONDON

Postcode E C 4 M 8 A L

Country UNITED KINGDOM

DX

Telephone 0203 201 5000

✓ Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

1

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record

£ How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff

For companies registered in Scotland¹
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1

Turther information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2643266

Charge code: 0264 3266 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2013 and created by THE FEATURE FILM COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2013.

Given at Companies House, Cardiff on 26th June 2013





Certified a true and complete copy of the original This 21 day of JUNE 2013

Morgan Lewis & Bocklus
Registered Foreign Lawyers and Solicitors
5-10 St Paul's Churchyard
London EC4M BAL

Execution Version

Source of the original Action of the original Action of the Company of the Original Action of the Company of the Original Action of the Company of

TRADEMARK SECURITY AGREEMENT

WHEREAS, pledgors listed on the signature pages hereto (collectively, the "Pledgor"), 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 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 and Guaranty Agreement dated as of March 26, 2004 as amended and restated as of July 20, 2005, as further amended and restated as of March 1, 2006, as further amended and restated as of July 18, 2008, and as further amended and restated as of June 14, 2013 (as the same may be further amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Content Media Corporation (formerly known as ContentFilm, Inc.) and Content Media Corporation Limited (formerly known as ContentFilm plc) as Borrowers (the "Borrowers"), the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans and extend other financial accommodations to the Borrowers, and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of March 26, 2004, as amended and restated as of July 20, 2005, between, among others, the Pledgor and the Administrative Agent that was entered into in connection with the Credit Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgor, including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's 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 the possession of the Pledgor, 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 (as such term is defined in the Credit Agreement), and

WHEREAS, the Administrative Agent and the Pledgor by this instrument seek to confirm and make a record of the giant of a security interest in the Trademarks, Trademark licenses and the goodwill associated therewith.

DB1/74410518 3

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank, and the Lenders) as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items 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 the possession of the 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;
- (11) each Trademark license, including, without limitation, each Trademark license referred to in <u>Schedule B</u> 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 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

The Pledgor agrees to deliver updated copies of <u>Schedules A</u> and <u>B</u> to the Administrative Agent as soon as practicable after the Pledgor registers or otherwise adopts or acquires any Tiademark not listed on <u>Schedule A</u> hereto or enters into any Trademark license not listed on <u>Schedule B</u> hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Tiademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent believes constitutes an infringement of any Trademark, or violate or infringe any right of a Pledgor, the Administrative Agent, the Issuing Bank the Lenders, or if any person, firm, corporation or other entity shall do or perform any act that 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 the Pledgor (or if an Event of Default (as defined in the Credit Agreement) 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 and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable, 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 Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the 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 (provided that the failure to give any such notice shall not affect the validity of any of the same) at the Pledgor's sole expense

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Security Agreement. The Pledgor and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Security 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 (as defined in the Credit Agreement) under the Credit Agreement have terminated, all Obligations have been indefeasibly fully paid and performed and all Letters of Credit (as defined in the Credit Agreement) have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) shall execute and deliver to the Pledgor, at the Pledgor's expense, without representation, wairanty 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 itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof or of the Security 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 to which it is a party, the Pledgor 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 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.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. In the event of a conflict between this Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern

[Signature pages follow]

DB1/744105183

TRADEMARKS

Content Me	dia Corporati	on and	or Content iv		ation Limited
Mark	Registering	Class	Date of	Serial #	Status
Registered	Party		Registration/		
in the U S		L	Application		
ContentFilm	Content	9	3/28/01	76/976,226	Intent-to-Use -
	Media				Notice of
	Corporation				Allowance
1					Issued
1		Ì			Statement of
					Use approved
					for registration
ContentFilm	Content	41	7/15/03	Registration	Registered
•	Media		(original	# 2,738,829	1
	Corporation		filing was		
			3/28/01)		
Content	Content	9 and	March 20,	4,116,402	Registered
Film	Media	41	2012		
Television	Corporation				1
Digital	Limited	1			
(Logo)					
Content	Content	9 and	March 20,	4,116,395	Registered
Media	Media	41	2012		
Corporation	Corporation				
(Word)	Limited	<u> </u>			
Content	Content	9 and	March 20,	4,116,396	Registered
Film	Media	41	2012		
Television	Corporation				
Digital	Limited		•	1	
(Word)					

Specified Registered UK and Community Trade Marks ("CTM") Content Media Corporation Limited

	Country	Trade Mark	Number	<u>Classes</u>
ı	UK	JELLIKINS	2201001	9 and 41
2	СТМ	JELLABICS	1218569	9 and 41
3	СТМ	ST BEARS HOSPITAL & device	1331065	3, 9, 16, 25, 28 and 41
4	СТМ	THE SNOW CHILDREN	1522127	3, 9, 16, 25, 28 and 41

ContentFilm Productions Limited

		Country	Trade Mark	Number	<u>Classes</u>
	1	СТМ	THE BIG GARAGE	88393	3, 9, 16, 25, 28 and 41
2	2	СТМ	THE BIG GARAGE & device	88401	3, 9, 16, 25, 28 and 41

Content Media Corporation Limited

	Country	Trade Maik	Number	Classes
1	UK	THE BIG GARAGE & device	2022740	3, 9, 16, 25, 28 and 41
2	UK	THE BIG GARAGE	2047369	3, 9, 16, 25, 28 and 41

Canadian Trademark
Fireworks Acquisition Limited

Mark Registered in Canada	Registering Party	Date of Registration	Registration #	Licenses
Fireworks & Design	Fireworks Entertainment, Inc	12/7/98	TMA505,206	Trademark Assignment and License Agreement dated as of, 2005 by and between Fireworks Entertainment, Inc (as assignor and licensee) and ContentFilm International Limited (as assignee and licensor)

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of June [11], 2013

PLEDGORS:

By____ Name. Title

CONTENT MEDIA CORPORATION LIMITED (fo	rmerly
known as ContentFilm plc)	

known as Contenta inn pie)
Name LOWN SCHMID? Title CEO DEMECTOR
CONTENT MEDIA CORPORATION (formerly known as ContentFilm Inc)
By Name. Title
TOOL TIME LLC
By Name. Title
NEVER DIE PRODUCTIONS LLC

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of June [[[4]]], 2013.

PLEDGORS:

CONTENT MEDIA CORPORATION LIMITED (formerly known as ContentFilm plc)

By______Name
Title:

CONTENT MEDIA CORPORATION (formerly known as ContentFilm Inc)

By_
Name / JOHN SCHMINK
Title CEO

TOOL TIME LLC

Name. Jihn Schmids
Title C50

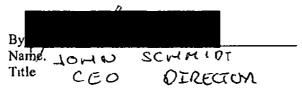
NEVER DIE PRODUCTIONS LLC

Name JAM SCHMIDT
Title. CEO

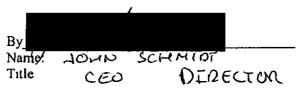
OK CORRALES, LLC
Name! JIAN SCHOOS Fitle: CEO
BIG BOSS, LLC
Name V JAMY SCHMIDT
THE GUYS FILM COMPANY, INC
Name! Fran Sehmos
CORPUS LLC
Name / Jean Schuldt Title: CEU
CONTENTFILM PRODUCTIONS LIMITED (formerly known a Vinchester Productions Limited)
By
Title:

O K CORRALES, LLC
ByName Title
BIG BOSS, LLC
By Name Title
THE GUYS FILM COMPANY, INC
By Name [.] Title
CORPUS LLC
By Name [.] Title
CONTENTFILM PRODUCTIONS LIMITED (formerly known a Winchester Productions Limited)
Name JOHN SCHHIDT Title. CEO DIRECTOR

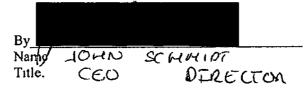
CONTENTFILM PICTURES LIMITED (formerly known as Winchester Pictures Limited)



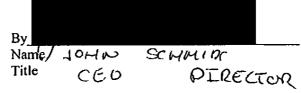
CONTENTFILM MUSIC LIMITED (formerly known as Winchester Music Limited)



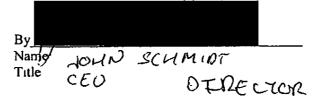
CONTENTFILM RAINBOW LIMITED (formerly known as Winchester (Rainbow) Limited)



CONTENTFILM THE SEA CHANGE LIMITED (formerly known as Winchester (The Sea Change) Limited)



CONTENTFILM JELLABIES LIMITED (formerly known as Winchester Jellabies Limited)



Signature Page to Trademark Security Agreement

CONTENTFILM MUGGERS LIMITED (formerly known as Winchester (Muggers) Limited) By SCHMIDT Name/ MHOL Title: CEO DERECTOR CONTENTFILM BEEP LIMITED (formerly known as Winchester Beep Limited) $By_{\underline{}}$ Name. JOHN SCHMIDT Title DIRECTOR C C D CONTENTFILM HEARTBREAKERS LIMITED (formerly known as Winchester Heartbreakers Limited) By_ Name 102N SCHMIPT Title: PERECTOR CEO CONTENTFILM WHEELS LIMITED (formerly known as Winchester Productions Limited) $By_{\underline{}}$ Name SOMW SCHMIDT Title. DERECTOR CEO CONTENTFILM UK DISTRIBUTION LIMITED (formerly known as Winchester Film Distribution Limited) By Nam¢ / down SCHMIPT Title DIRECTOR

THE FEATURE FILM COMPANY LIMITED By Name John SCHMINT Title CEG DIRETOR CONTENT MEDIA CORPORATION INTERNATIONAL LIMITED (formerly known as ContentFilm International Limited) By_ SCHMIDT Narty 10MN Title CEO DIRECTOR FIREWORKS ACQUISITION LIMITED By_ JOHN SCHMIDT Name Title CEO OTRECTOR COBALT MEDIA CAPITAL LIMITED Ву Name./ SCHMIDT NHOL Title: CEO OTRECTOR WINCHESTER FILMS, INC $By_{\underline{}}$ Name: Title

THE FEATURE FILM COMPANY LIMITED By___ Name Tıtle CONTENT MEDIA CORPORATION INTERNATIONAL LIMITED (formerly known as ContentFilm International Limited) By___ Name Title: FIREWORKS ACQUISITION LIMITED By_ Name Title. COBALT MEDIA CAPITAL LIMITED By___ Name Title: WINCHESTER FILMS, INC

Name / JOHN SCHNIDT

CEO

Title.

CONTENTCO ACQUISITION COMPANY LLC
By
ALLUMINATION FILMWORKS LLC
ByName / Johns Schmidt Title CEO
2161244 ONTARIO LTD.
By
CONTENT INTERNATIONAL FILM AND TELEVISION LIMITED
ByName Title

CONTENTCO ACQUISITION COMPANY LLC By_ Name Title ALLUMINATION FILMWORKS LLC By___ Name Title-**2161244 ONTARIO LTD** By___ Name Title CONTENT INTERNATIONAL FILM AND TELEVISION LIMITED By JOHN SCHMINT Name

DIRECTOR.

Title.

ceo

STATE OF California,
COUNTY OF LOS chifelgis ss:
On this the Ith day of June, 2013 before me, Jennifer Jaye Fraser, the undersigned Notary Public, personally appeared John Schmidt
[] personally known to me,
of the corporation known as who executed the foregoing instrument on behalf of the corporation and acknowledged that such corporation executed it pursuant to a resolution of its Board of Directors.
WITNESS my hand and official seal
JENNIFER JAYE FRASER! Niotaly Public
Notiny Public California LOS ANGELES COUNTY May Comm Exp SEPT 11, 2015

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Los Angeles	
on Turk 11/2013 before me,	Jennifer Jaye Fraser, Notary Public (Here insert name and title of the officer)
the within instrument and acknowledged to me the	dence to be the person(s) whose name(s)(s) are subscribed to nat (c) the/they executed the same in (n) ther/their authorized on the instrument the person(s), or the entity upon behalf of it
I certify under PENALTY OF PERJURY under the strue and correct	ne laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal. Signature of Northy Public	JENNIFER JAYE FRASER COMM. #1948328 m Notary Public-California COS ANGELES COUNTY My Comm. Exp. SEPT 11, 2015 I
ADDITIONAL O	PTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT (Title or description of strached document) (Title, or Vescription of strached document continued)	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached as that document. The only exception is if a document is to be recorded oursile of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the natury to do something that is illegal for a notary in California (i.e. curifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required
Number of Pages Document Date 6.11.13	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment Date of notanzation must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
(Addinonal information)	 The notary public injust print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
	 Print the name(s) of document arguer(s) who personally appear at the time of notarization

ADMINISTRATIVE AGENT

JPMORGAN CHASE BANK, N A , as

Administrative Agent

Ву

Name Title.

Darian A. Singer Vice President