



Registration of a Charge

Company name: **ENTERTAINMENT ONE UK LIMITED**

Company number: **02989602**



X7BVBQ2I

Received for Electronic Filing: **08/08/2018**

Details of Charge

Date of creation: **20/07/2018**

Charge code: **0298 9602 0036**

Persons entitled: **MUFG UNION BANK, N.A.**

Brief description: **PURSUANT TO THE AMENDED AND RESTATED COPYRIGHT MORTGAGE (THE "INSTRUMENT"), ENTERTAINMENT ONE UK LIMITED (AS CHARGOR) CREATED SECURITY OVER, AMONGST OTHERS, THE COPYRIGHT AND RIGHTS AND INTERESTS OF EVERY KIND IN THE EPISODIC TELEVISION SERIES TITLED THE ROOKIE. FOR MORE INFORMATION, REFER TO THE INSTRUMENT.**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NICHOLAS PASCAL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2989602

Charge code: 0298 9602 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2018 and created by ENTERTAINMENT ONE UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2018 .

Given at Companies House, Cardiff on 10th August 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

AMENDED AND RESTATED COPYRIGHT MORTGAGE
(ENTERTAINMENT ONE UK LIMITED)

July 20, 2018

Entertainment One UK Limited, a private limited liability company incorporated under the laws of England and Wales, with company number 02989602 and having its registered address at 45 Warren Street, London, W1T 6AG, United Kingdom (the "Mortgagor"), hereby mortgages, assigns, grants, conveys and transfers for security to MUFG Union Bank, N.A., a national banking association ("Union"), in its capacity as agent (the "Agent") for itself and the Lenders (the Agent is referred to herein as the "Mortgagee"), and to its successors, licensees and assigns, throughout the universe in perpetuity, all of the Mortgagor's right, title and interest of every kind and nature, without limitation, in and to: (i) all copyrights and rights and interests of every kind and nature in and to copyrights and works protectable by copyright, whether now owned or hereafter created or acquired, all renewals and extensions thereof, and all accounts receivable related thereto and all other cash and non-cash proceeds therefrom (expressly excluding the eOne Expenses), solely to the extent relating to the episodic television series tentatively entitled *The Rookie* (by whatever title such television series is now or may hereafter become known, the "Series"); (ii) each order pattern consisting of thirteen (13) sequential Episodes (as such term is defined below) of the Series (each, a "Season"), including, without limitation, each of the Episodes of the first season of the Series including the pilot episode ("Season One"); (iii) each episode of each Season, including, without limitation, the thirteen (13) sequential episodes of Season One, all of which are more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (under whatever title such episodes are now or may hereafter become known, the "Episodes"); (iv) the teleplays with respect to each Episode including, without limitation, the teleplays for Season One described in Exhibit "B" attached hereto (each, by whatever name such teleplay is now or may hereafter become known, a "Teleplay"); (v) the copyright and rights and interests of every kind or nature, without limitation, in and to all works based upon, incorporated in, derived from, incorporating or relating to any Season or any Episode or from which any Season or any Episode is derived, including, without limitation, the Teleplays, and all other literary and other material upon which any of the Episodes are based or which any of the Episodes incorporates including any and all drafts, variations and versions thereof; and (vi) all of the other collateral related thereto or derived therefrom described in Exhibit "A" hereto and incorporated herein by this reference which is now owned or hereafter created or acquired by the Mortgagor.

Mortgagor and the Mortgagee, as the Agent, are each a party to a Deed of Charge, dated as of the date hereof (the "Security Agreement"), relating to the mortgage and assignment for security in and to the rights referred to herein. Initially capitalized terms used herein without definition, have the meanings given to those terms in the Security Agreement. This Amended and Restated Copyright Mortgage is subject to the terms and provisions of the Security Agreement, as the same may, from time to time, be amended, amended and restated, modified, supplemented, renewed or replaced.


This Amended and Restated Copyright Mortgage amends and restates in its entirety that certain Copyright Mortgage, dated as of July 20, 2018, executed by Mortgagor in favor of Mortgagee.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Amended and Restated Copyright Mortgage by and through its duly authorized representative as of the date and year first written above.

"MORTGAGOR"

Entertainment One UK Limited

By:



Name:

Edward Parry

Title:

Director

EXHIBIT "A"

TO AMENDED AND RESTATED COPYRIGHT MORTGAGE

COLLATERAL

All of the Mortgagor's assets solely to the extent related to the Series, whether now owned or hereafter acquired or arising and regardless of where located and whether or not in possession of the Mortgagor including, without limitation, all of the Mortgagor's right, title and interest in and to the following personal property (collectively, the "Collateral"): all Teleplays, the Literary Property, the Series, all Seasons and all Episodes in connection therewith, all Physical Properties, the Collection Account, the Production Bank Account, all accounts, deposit accounts, equipment, general intangibles, intellectual property rights, inventory, investment property, letter of credit rights, chattel paper, documents, instruments and other negotiable collateral, supporting obligations and all other personal property of the Mortgagor and the proceeds of the foregoing, and each and all of the following particular rights and properties of the Series, and expressly excluding the eOne Expenses:

(a) All rights of every kind and nature (including, without limitation, copyrights) in and to any Teleplay (including any and all drafts, versions and variations thereof) and any other literary, musical, dramatic or other material of any kind or nature upon which, in whole or in part, any of the Episodes is or may be based, or from which any of the Episodes is or may be adapted or inspired, or which may be or has been used or included in any of the Episodes, including, without limitation, all scripts, scenarios, teleplays, bibles, stories, treatments, novels, outlines, books, titles, concepts, characters, manuscripts, story boards or other properties or materials of any kind or nature (including, without limitation, electronic data wherever maintained, stored or otherwise located) in whatever state of completion and all drafts, versions and variations thereof (all of the foregoing is collectively referred to herein as the "Literary Property");

(b) All physical properties of every kind or nature of or relating to the Series, or any of the Episodes in whatever state of completion and all versions thereof, including, without limitation, all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Series, any of the Episodes and all versions thereof or any part thereof, including, without limitation, the Literary Property and all Season Elements (all of the foregoing is collectively referred to herein as the "Physical Properties") and any and all rights of access to removal and transfer of, and duplication and reproduction of, the Physical Properties;

(c) All physical elements of each Episode of the Series, including all negatives, duplicate negatives, fine grain prints, soundtracks, positive prints (cutouts and trims excepted), and sound, all video formats (including PAL/NTSC), and other physical properties in connection with any Episode of the Series, exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials (including interpositives, negatives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of pre-print elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or

hereafter devised) soundtracks, recordings, audio and video tapes and discs of all types and gauges, cutouts, trims, non-analog recordings and tapes, including without limitation, any video digital recordings and HDTV format recordings and any and all other physical properties of every kind and nature relating to any such Episode in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof (all of the foregoing is collectively referred to herein as the "Season Elements");

(d) All music and musical compositions created for, used in or to be used in connection with the exploitation of the Series, including, without limitation, all copyrights therein and all rights to perform, copy, record, re-record, produce, publish, reproduce or synchronize any or all of said music and musical compositions as well as all other rights to exploit such music including record, soundtrack recording, and music publishing rights;

(e) All collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature derived from, appurtenant to or related to the Series or the Literary Property, including, without limitation, all production, exploitation, reissue, remake, sequel, serial or series production rights by use of film, tape or any other recording devices now known or hereafter conceived, devised or created, whether based upon, derived from or inspired by the Series, the Literary Property or any part thereof; all rights of the Mortgagor to use, exploit and license others to use or exploit the Series any and all novelization, publishing, commercial tie-ups and merchandising rights of every kind and nature, including, without limitation, all novelization, publishing, merchandising rights and commercial tie-ups arising out of or connected with or inspired by the Series or the Literary Property, the title or titles of the Series or any Season One Episode, the characters appearing in the Series or said Literary Property and/or the names or characteristics of said characters, and including further, without limitation, any and all commercial exploitation in connection with or related to the Series, all remakes or sequels thereof and/or said Literary Property;

(f) All agreements relating to the development, production, completion, delivery and exploitation of the Series, including, without limitation, the Production Documents and all agreements for personal services, including the services of writers, directors, cast, producers, special effects personnel, animators, cameramen and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, locations, animation services, special effects services and laboratory contracts;

(g) All insurance and insurance policies heretofore or hereafter placed upon the Series or the insurable properties thereof and/or any Person engaged in the development, production, completion, delivery or exploitation of the Series and the proceeds thereof;

(h) All copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, heretofore or hereafter obtained upon the Series or the Literary Property or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes, to register claims under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) after prior notice, to sue in the name of the Mortgagor and/or in the name of Mortgagee for past, present and future infringements of such copyrights;

(i) All rights to produce, acquire, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit the Series, the Literary Property and any and all rights therein (including, without limitation, the rights referred to in subsection (d) above) in perpetuity, without limitation, in any manner and in any media whatsoever throughout the universe, including, without limitation, by projection, radio, all forms of television (including, without limitation, free, pay, toll, cable, sustaining subscription, sponsored and direct satellite broadcast), in theatres, nontheatrically, on cassettes, cartridges and discs and by any and all other scientific, mechanical or electronic means, methods, processes or devices now known or hereafter conceived, devised or created;

(j) All rights, direct or indirect, to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize, or otherwise exploit the Series or any rights in the Series, including, without limitation, pursuant to agreements between the Mortgagor and any Affiliate of the Mortgagor which relate to the ownership, production or financing of the Series;

(k) All contract rights and general intangibles which may arise in connection with the creation, production, completion, delivery, financing, ownership, possession or exploitation of the Series or which grant to any Person any right to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize, or otherwise exploit the Series or any rights in the Series and all collateral, allied, ancillary, subsidiary and merchandising rights therein, and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made, acquired or produced and the rights and property set forth in subsections "(a)" through "(u)," including, without limitation, all such rights pursuant to agreements between the Mortgagor and any Affiliate which relate to the ownership, production or financing of the Series;

(l) All rent, revenues, income, compensation, products, increases, proceeds (including proceeds of letters of credit) and profits or other property obtained or to be obtained from the production, release, sale, distribution, subdistribution, lease, sublease, marketing, licensing, sublicensing, exhibition, broadcast, transmission, reproduction, publication, ownership, exploitation or other uses or disposition of the Series and/or the Literary Property (or any rights therein or part thereof) in any and all media now known or hereafter conceived, devised or created, including, without limitation, the properties thereof and of any collateral, allied, ancillary, merchandising and subsidiary rights therein and thereto, and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatever;

(m) Any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee with respect to the Series and any element thereof;

(n) All accounts, accounts receivable, contract rights and general intangibles (as such terms are defined in the UCC) in connection with or relating to the Series including, without limitation, all rights to receive the payment of money or other valuable consideration and all receivables under present or future contracts or agreements (whether or not earned by performance) from the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sublicensing and other exploitation of the Series and/or the Literary Property or any part thereof or any rights therein or related thereto in any medium, whether now known or hereafter conceived, devised or created, by any means, method, process or device in any market;

(o) All of the Mortgagor's right, title and interest in, to and under the Distribution Agreements, the Licensing Intermediary License Agreements, the Production Documents, agreements between the Mortgagor and any Affiliate(s) of the Mortgagor which relate to the Series and all other agreements relating to the Series under which the Mortgagor has any rights, including without limitation, the Mortgagor's rights to receive payments thereunder, and all other rights to receive film rentals, license fees, distribution fees, producer's shares, royalties and other amounts of every description including, without limitation, from: (i) theatrical exhibitors, non-theatrical exhibitors, television networks and stations and airlines, cable television systems, pay television operators, whether on a subscription, per program charge basis or otherwise, and other exhibitors; (ii) distributors, subdistributors, lessees, sublessees, licensees and sublicensees (including any subsidiary of the Mortgagor); and (iii) any other Person that distributes, exhibits or exploits the Series or the Literary Property or elements or components of the Series or the Literary Property or rights relating thereto;

(p) All title or titles of the Series or any Season or Episode and all of the Mortgagor's rights to the exclusive use thereof including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity;

(q) All inventions, processes, formulae, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and the Mortgagor names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Series, any Season, or any Episode in connection therewith, and the right (but not the obligation) to register claim under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of the Mortgagor or in the name of the Mortgagee for past, present or future infringement of trademark or patent;

(r) The Collection Account, the Production Bank Accounts and all other deposit accounts relating to the Series, including all funds in or to be credited to any such account;

(s) Any other property of any kind of the Mortgagor in the possession or under the control of the Mortgagee or a bailee of the Mortgagee; and

(t) All accessions to, substitution for, and replacements, proceeds and proceeds of proceeds of any of the foregoing, including, without limitation, proceeds of any insurance policies, claims against third Persons, with respect to the foregoing.

EXHIBIT "B"

TO AMENDED AND RESTATED COPYRIGHT MORTGAGE

SEASON ONE
EPISODES AND TELEPLAYS

<u>Episode Number</u>	<u>Current Teleplay Title</u>	<u>Written By</u>
101	"Pilot"	Alexi Hawley
102	TBD	TBD
103	TBD	TBD
104	TBD	TBD
105	TBD	TBD
106	TBD	TBD
107	TBD	TBD
108	TBD	TBD
109	TBD	TBD
110	TBD	TBD
111	TBD	TBD
112	TBD	TBD
113	TBD	TBD