



Registration of a Charge

Company name: **AUDIO NETWORK LIMITED**

Company number: **04257337**



X847JPG3

Received for Electronic Filing: **26/04/2019**

Details of Charge

Date of creation: **18/04/2019**

Charge code: **0425 7337 0004**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description: **SEVERAL TRADEMARKS REGISTERED UNDER THE NAME OF AUDIO NETWORK LIMITED INCLUDING: "AUDIO NETWORK & DEVICE (SERIES OF 3) REGISTERED IN THE UNITED KINGDOM, BEARING REGISTRATION NO. 3206323 AND "AUDIO NETWORK & DEVICE" REGISTERED IN THE UNITED KINGDOM, BEARING REGISTRATION NO. 2596179. FOR FURTHER DETAILS PLEASE REFER TO CLAUSE 3(G) AND SCHEDULE 5 OF THE INSTRUMENT OF ASSUMPTION AND JOINDER.**

Contains fixed charge(s).

Contains negative pledge.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KAREN GALLAGHER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4257337

Charge code: 0425 7337 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th April 2019 and created by AUDIO NETWORK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2019 .

Given at Companies House, Cardiff on 29th April 2019

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**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Execution Version

Signature: K. Gallagher
Name: KAREN GALLAGHER
Title: SOLICITOR
Date: 25/04/19

INSTRUMENT OF ASSUMPTION AND JOINDER

INSTRUMENT OF ASSUMPTION AND JOINDER dated as of April 18, 2019 (this "Assumption Agreement") made by Audio Network Limited, a private limited company incorporated in England and Wales ("Audio UK"), Audio Network US, Inc., a Delaware corporation ("Audio US"), Audio Network Canada Inc., a Canadian corporation ("Audio Canada"), Audio Network Music Rights Ltd, a private limited company incorporated in England and Wales ("Audio Music Rights") and Trax 54 Limited, a private limited company incorporated in England and Wales ("Trax" and, together with Audio UK, Audio US, Audio Canada and Audio Music Rights, each a "Company" and, collectively, the "Companies") in favor of the Lenders (as defined below) and the Security Agent referred to in (i) that certain Credit and Guaranty Agreement dated as of December 21, 2018 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "RCF Credit Agreement") among Entertainment One UK Holdings Limited, Earl Street Capital, Inc. and 4384768 Canada Inc. as borrowers, the guarantors referred to therein, the lenders thereunder, JPMorgan Chase Bank, N.A., as administrative agent and as issuing bank (in such capacity, the "Issuing Bank"), and JPMorgan Chase Bank, N.A., Toronto Branch as Canadian Agent (the "Canadian Agent"), and in (ii) that certain Term Loan Credit and Guaranty Agreement dated as of April 11, 2019 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Term Loan Credit Agreement"), and together with the RCF Credit Agreement, the "Credit Agreements") among Entertainment One UK Holdings Limited, as the borrower, the guarantors referred to therein, the lenders thereunder and JPMorgan Chase Bank, N.A., as administrative agent (in its capacity as administrative agent under the RCF Credit Agreement and under the Term Loan Credit Agreement, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the RCF Credit Agreement and under the Term Loan Credit Agreement as applicable.

WITNESSETH

Audio UK, Audio Music Rights and Trax are private limited companies incorporated in England and Wales, Audio Canada is a Canadian corporation, Audio US is a Delaware corporation and each Company is a Subsidiary of Entertainment One UK Holdings Limited. Pursuant to Sections 5.8 (*Further Assurances; Security Interests*) and 5.10 (*Additional Guarantors*) of the RCF Credit Agreement and of the Term Loan Credit Agreement, and Section 20.15 (*New Debtor and Senior Unsecured Notes Issuer*) of the Senior Notes Intercreditor Agreement, each Company is required to execute this document as a newly formed or newly acquired Subsidiary of Entertainment One UK Holdings Limited.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Company hereby agrees as follows:

1. Assumption and Joinder.

(a) Each Company hereby expressly confirms that it has assumed, and hereby agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of (i) a Guarantor under the Credit Agreements and all the other Fundamental Documents applicable to it as a Guarantor, (ii) a Debtor (as such term is defined in the Security Agreement) under the Security Agreement, (iii) a Contributor (as such term is defined in the Contribution Agreement) under the Contribution Agreement, (iv) a Pledgor (as such term is defined in the Pledge Agreement), (v) a Grantor (as such term is defined in the Copyright Security Agreement) under the Copyright Security Agreement, (vi) a Pledgor (as such term is defined in the Trademark Security Agreement) under the Trademark Security Agreement. By virtue of the foregoing, each Company hereby accepts and assumes any liability of (A) a Guarantor and a Credit Party related to each representation or warranty, covenant or obligation made by a Guarantor and a Credit Party in the Credit Agreements or any other Fundamental Document to which it becomes a party and hereby expressly affirms, as of the date hereof, each of such representations, warranties, covenants and obligations, (B) a Debtor related to each representation or warranty, covenant or obligation made by a Debtor in the Security Agreement and hereby expressly affirms, as of the date hereof, each of such representations, warranties, covenants and obligations, (C) a Contributor related to each covenant or obligation made by a Contributor in the Contribution Agreement and hereby expressly affirms, as of the date hereof, each of such covenants and obligations, (D) a Pledgor related to each representation or warranty, covenant or obligation made by a Pledgor in the Pledge Agreement and hereby expressly affirms, as of the date hereof, each of the representations, warranties, covenants and obligations, (E) a Grantor related to each covenant or obligation made by a Grantor in the Copyright Security Agreement and hereby expressly affirms, as of the date hereof, each of such covenants and obligations and (F) a Pledgor related to each covenant or obligation made by a Pledgor in the Trademark Security Agreement and hereby expressly affirms, as of the date hereof, each of such covenants and obligations. Further, each Company hereby acknowledges that it has received executed copies (together with any amendments or modifications thereto) of the Credit Agreements, Security Agreement, Contribution Agreement, Pledge Agreement and each of the other Fundamental Documents to which each Company is joining pursuant to this Assumption Agreement.

(b) All references to the term “Guarantor” or “Credit Party” in the Credit Agreements or any other Fundamental Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Companies.

(c) All references to the term “Debtor” in the Security Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Companies.

(d) All references to the term “Contributor” in the Contribution Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Companies.

(e) All references to the term “Pledgor” in the Pledge Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Companies.

(f) All references to the term “Grantor” in the Copyright Security Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Companies.

(g) All references to the term “Pledgor” in the Trademark Security Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Companies.

2. Accession to Senior Notes Intercreditor Agreement.

(a) Each Company confirms that it intends to be party to the Senior Notes Intercreditor Agreement as a Debtor (as defined therein), undertakes to perform all the obligations expressed to be assumed by a Debtor under the Senior Notes Intercreditor Agreement and agrees that it shall be bound by all the provisions of the Senior Notes Intercreditor Agreement as if it had been an original party to the Senior Notes Intercreditor Agreement.

(b) In consideration of each Company being accepted as an Intra-Group Lender, as defined therein, for the purposes of the Senior Notes Intercreditor Agreement, such Company also confirms that it intends to be party to the Senior Notes Intercreditor Agreement as an Intra-Group Lender, and undertakes to perform all the obligations expressed in the Senior Notes Intercreditor Agreement to be assumed by an Intra-Group Lender and agrees that it shall be bound by all the provisions of the Senior Notes Intercreditor Agreement, as if it had been an original party to the Senior Notes Intercreditor Agreement.

(c) The foregoing accession to the Senior Notes Intercreditor Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law.

3. Representations and Warranties. Each Company hereby represents and warrants to the Administrative Agent, the Issuing Bank, the Canadian Agent and the Lenders as follows:

(a) Such Company has the requisite power and authority to enter into this Assumption Agreement and to perform its obligations hereunder and under the Credit Agreements, the Senior Notes Intercreditor Agreement, the Security Agreement, the Contribution Agreement, the Pledge Agreement, the Copyright Security Agreement, the Trademark Security Agreement and the other Fundamental Documents to which it is a party. The execution, delivery and performance of this Assumption Agreement by such Company, the transactions contemplated hereby and the performance of its obligations hereunder and under the Credit Agreements, the

Senior Notes Intercreditor Agreement, the Security Agreement, the Contribution Agreement, the Pledge Agreement, the Copyright Security Agreement, the Trademark Security Agreement and the other Fundamental Documents to which it is a party have been duly authorized by the Board of Directors, and no other corporate proceedings on the part of such Company are necessary to authorize the execution, delivery or performance of this Assumption Agreement, the transactions contemplated hereby or the performance of its obligations under the Credit Agreements, the Senior Notes Intercreditor Agreement, the Security Agreement, the Contribution Agreement, the Pledge Agreement, the Copyright Security Agreement, the Trademark Security Agreement or any other Fundamental Document to which it is a party. This Assumption Agreement has been duly executed and delivered by such Company. This Assumption Agreement, the Credit Agreements, the Senior Notes Intercreditor Agreement, the Security Agreement, the Contribution Agreement, the Pledge Agreement, the Copyright Security Agreement, the Trademark Security Agreement and the other Fundamental Documents to which it is party, when executed, will each constitute a legal, valid and binding obligation of such Company enforceable against it in accordance with its respective terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) The representations and warranties set forth in Article III of the Credit Agreements, Section 3 of the Security Agreement and Section 4 of the Pledge Agreement as they apply to such Company are true and correct in all material respects on and as of the date hereof (except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date) with the same effect as if made on and as of the date hereof.

(c) The authorized capitalization of such Company, the number of shares of its capital stock outstanding on the date hereof, and the ownership of the outstanding shares of its capital stock are set forth on Schedule 1 hereto.

(d) As of the date hereof, except as set forth on Schedule 2 hereto, such Company (i) has not done business, is not doing business and does not intend to do business other than under its full legal name, including, without limitation, under any trade name or other "doing business as name" within the last five years prior to the date hereof, and (ii) is doing business or intends to do business other than under its full corporate or company (as applicable) name, including without limitation under any trade name or other doing business name. Except as described on Schedule 2, such Company has no other trade names.

(e) Schedule 3 lists as of the date hereof (i) the chief executive office of such Company, and (ii) such Company's jurisdiction of formation or organization, federal tax identification number or other registered company number.

(f) As of the date hereof: Schedule 4 hereto lists (x) all material copyrights, owned by such Company, and, to the best of the knowledge of the Debtors, all other copyrights, in each case registered, applied for or acquired by any Debtor in the United States or Canada, and identifies the Debtor that is the current registered owner of each such copyright and

(y) the respective registration numbers and applicable dates of each such registration or application. Each (A) U.S. registered copyright listed on Schedule 4 as of the date hereof will be included on Schedule A to the Copyright Security Agreement and, where necessary, included in the applicable document to be filed in the Canadian Intellectual Property Office and (B) each copyright registered outside of the United States, owned solely by such Company and listed on Schedule 4 as of the date hereof will be included in the applicable Security Document.

(g) As of the date hereof, Schedule 5 hereto (i) lists all material trademarks owned by such Company, and to the best of the knowledge of the Debtors, all other trademarks, in each case registered or applied for by any Debtor, and identifies the Debtor which registered or filed each such trademark, and (ii) specifies as to each, the jurisdictions in which such trademark has been filed or registered, including the respective registration or application numbers and applicable dates of registration or application. Each trademark listed on Schedule 5 and owned solely by a Debtor will be included on Schedule A to the Trademark Security Agreement and, where necessary, included in the applicable non-U.S. Security Document.

(h) As of the date hereof, Schedule 6 hereto lists all Commercial Tort Claims, with a value in excess of £10,000,000 individually for which a claim or counterclaim has been asserted .

(i) Attached hereto as Exhibit A is a certificate of the Secretary, Assistant Secretary or other appropriate officer acceptable to the Administrative Agent, dated as of the date hereof, and certifying (i) that attached thereto are true and complete copies of (A) the articles or certificate of incorporation or organization, memorandum and articles of association or other similar and/or analogous organizational document of such Company, certified on a recent date by the Secretary of State (or other appropriate governmental official if such party is organized outside the United States) of such Company's jurisdiction of incorporation or organization, as the case may be; (B) the by-laws, limited liability company agreement, memorandum and articles of association or equivalent thereof, as the case may be, of such Company as in effect on the date of such certification; and (C) the resolutions adopted by the Board of Directors (or equivalent body) or shareholders, as applicable, of such Company authorizing the execution, delivery and performance in accordance with their respective terms of the Fundamental Documents joined by such Company pursuant to this Assumption Agreement, as applicable, and any other documents required or contemplated hereunder or thereunder, the grant of the security interests in the Collateral and the Pledged Collateral, as applicable, and that such resolutions have not been amended, rescinded or supplemented and are currently in effect; (ii) that the articles or certificate of incorporation, memorandum and articles of association or other similar and/or analogous organizational document of such Company has not been amended since the date of the last amendment thereto indicated on the certificates of the Secretary of State or other appropriate office furnished pursuant to clause (i) (A) above; and (iii) as to the incumbency and specimen signature of each officer (or member or manager) of such Company executing this Assumption Agreement and any other Fundamental Document or such other documents required or contemplated hereunder or thereunder (such certificate to contain a certification by another officer (or member or manager) of such Company as to the incumbency and signature of the officer (or member or manager) signing the certificate referred to in this clause (i)).

4. Further Assurances. At any time and from time to time, upon the Administrative Agent's request and at the sole expense of the applicable Company, each Company will promptly and duly execute and deliver any and all further instruments and documents and take such further action as the Administrative Agent reasonably deems necessary to effect the purposes of this Assumption Agreement.

5. Binding Effect. This Assumption Agreement shall be binding upon each Company and shall inure to the benefit of the Security Agent (for the benefit of the Secured Parties defined in the Senior Notes Intercreditor Agreement), the Administrative Agent, the Issuing Bank, the Lenders and their respective successors and assigns.

6. Delivery. Delivery of an executed signature page of this Assumption Agreement by facsimile or electronic transmission in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Assumption Agreement. If any Company executes this Assumption Agreement by facsimile or by email, it shall also deliver a manually executed signature page to this Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Assumption Agreement, and each Company hereby waives any right it may have to object to said treatment.

7. **GOVERNING LAW. THIS ASSUMPTION AGREEMENT (OTHER THAN SECTION 2 WHICH SHALL BE GOVERNED BY ENGLISH LAW AS SET FORTH THEREIN) SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered by its duly Authorized Officer as of the date first set forth above.

AUDIO NETWORK LIMITED

REDACTED

By: _____

Name: Edward Parry

Title: Director

AUDIO NETWORK US, INC.

REDACTED

By: _____

Name: Joseph Sparacio

Title: Director

AUDIO NETWORK CANADA INC.

By: _____

Name: Randi Gold

Title: Director

AUDIO NETWORK MUSIC RIGHTS LTD

REDACTED

By: _____

Name: Edward Parry

Title: Director

[Signature Page to Instrument of Assumption and Joinder]

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered by its duly Authorized Officer as of the date first set forth above.

AUDIO NETWORK LIMITED

By: _____
Name:
Title:

AUDIO NETWORK US, INC.

By: _____
Name:
Title:

AUDIO NETWORK CANADA INC.

REDACTED

By:
Name: Joseph Sparacio
Title: Director

AUDIO NETWORK MUSIC RIGHTS LTD

By: _____
Name:
Title:

TRAX 54 LIMITED

REDACTED

By:

Name: Edward Parry
Title: Director

[Signature Page to Instrument of Assumption and Joinder]

SCHEDULE 1

AUDIO NETWORK LIMITED

Authorized capitalization: Unlimited

Number of shares of capital stock

outstanding: 16,230,466 ordinary shares of £0.01 each and 1,075,000 C ordinary shares of £0.01 each.

Ownership of the outstanding

capital stock: Entertainment One UK Holdings owns 100% of the outstanding share capital

AUDIO NETWORK US, INC.

Authorized capitalization: 1000 shares

Number of shares of capital stock

outstanding: 100 Common Shares

Ownership of the outstanding

capital stock: Audio Network Limited owns 100% of the outstanding share capital

AUDIO NETWORK CANADA INC.

Authorized capitalization: Unlimited

Number of shares of capital stock

outstanding: 1,000 Common Shares (share certificate no. Com-2)

Ownership of the outstanding

capital stock: Audio Network Limited owns 100% of the outstanding capital stock

AUDIO NETWORK MUSIC RIGHTS LTD

Authorized capitalization: Unlimited

Number of shares of capital stock

outstanding: 100 Common Shares

Ownership of the outstanding

Capital stock: Audio Network Limited owns 100% of the outstanding share capital

TRAX 54 LIMITED

Authorized capitalization: Unlimited

Number of shares of capital stock
outstanding: 100 Common Shares

Ownership of the outstanding
capital stock: Audio Network Limited owns 100% of the outstanding share capital

SCHEDULE 2

Trade Names

None.

SCHEDULE 3

<u>Name of Debtor</u>	<u>Chief Executive Office</u>	<u>Filing Office</u>	<u>Jurisdiction of Organization</u>	<u>Federal Tax Identification Number or Registered Company Number</u>
Audio Network Limited	The Johnson Building 77 Hatton Garden, 3 rd Floor, London, England, EC1N 8JS	Companies House Crown Way Cardiff CF14 3UZ	England and Wales	04257337
Audio Network Music Rights Limited	The Johnson Building 77 Hatton Garden, 3 rd Floor, London, England, EC1N 8JS	Companies House Crown Way Cardiff CF14 3UZ	England and Wales	09288356
Trax 54 Limited	The Johnson Building 77 Hatton Garden, 3 rd Floor, London, England, EC1N 8JS	Companies House Crown Way Cardiff CF14 3UZ	England and Wales	09288295
Audio Network US, Inc.	246 5th Avenue 6th Floor New York NY 10001 USA	State of Delaware UCC Division Secretary of State John G. Townsend Building 401 Federal St., Suite 4 Dover, DE 19901	Delaware	26-1292350
Audio Network Canada Inc.	8, Robert Attersley Drive East, Whitby, Ontario, L1R 3E3, Canada	Ministry of Government and Consumer Services 393 University Avenue, 2nd Floor, Suite 200 Toronto, ON M5G 2M2	Canada	709589-9

SCHEDULE 4

Copyrights

[To be provided under a separate cover to the Administrative Agent and the Security Agent]

SCHEDULE 5

Trademarks

Mark	Office	Class	Registration No.	Effective Date	Owner
AUDIO NETWORK & Devices (series of 3)	United Kingdom	9, 41, 42	3206323	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	WIPO	9, 41, 42	IR1365211	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	Australia (WIPO designation)	9, 41, 42	IR1365211 1873042 (AU)	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	EUTM	9, 41, 42	IR1365211 W1365211 (EUTM)	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	Japan	9, 41, 42	IR1365211	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	United States of America	9, 41, 42	IR1365211 5516151 (US)	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	United Kingdom	9, 41, 42	2596179	28/09/2011	Audio Network Limited (f/k/a Audio Network PLC)
AUDIO NETWORK & Device	EUTM	9, 41, 42	010368661	25/10/2011	Audio Network Limited (f/k/a Audio Network PLC)

SCHEDULE 6

Commercial Tort Claims

None.

Exhibit A

Attached.

OFFICER'S CERTIFICATE

April 18, 2019

The undersigned hereby certifies that he has been duly elected or appointed in the capacity as Director of Audio Network US, Inc. (the "Credit Party"), and is familiar with the facts herein certified and is duly authorized to certify the same and does hereby further certify on behalf of the Credit Party to the extent applicable to the Credit Party as follows:

1. This certificate is furnished pursuant to an Instrument of Assumption and Joinder, dated as of April 18, 2019 (the "Assumption Agreement") by the Credit Party in favor of the Security Agent (for the benefit of the Secured Parties) to (i) that certain Credit and Guaranty Agreement dated as of December 21, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "RCF Credit Agreement"), among Entertainment One UK Holdings Limited, Earl Street Capital, Inc. and 4384768 Canada Inc. as borrowers (the "RCF Borrowers"), the guarantors referred to therein, the lenders thereunder, JPMorgan Chase Bank, N.A., as administrative agent and as Issuing Bank, and JPMorgan Chase Bank, N.A., Toronto Branch as Canadian Agent and (ii) that certain Term Loan Credit and Guaranty Agreement, dated as of April 11, 2019 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Term Loan Credit Agreement" and, together with the RCF Credit Agreement, the "Credit Agreements"), among Entertainment One UK Holdings Limited, as the borrower (the "Term Loan Borrower"), the guarantors referred to therein, the lenders referred to therein, JPMorgan Chase Bank, N.A., as administrative agent (in its capacity as administrative agent under the RCF Credit Agreement and under the Term Loan Credit Agreement, the "Administrative Agent"). Unless otherwise defined herein, capitalized terms used in this certificate shall have the meanings set forth in the Assumption Agreement, the RCF Credit Agreement or the Term Loan Credit Agreement, as applicable.
2. Attached hereto as Exhibit A is a true, correct and complete copy of the resolutions (the "Resolutions") duly adopted by the members, directors or other governing body, as applicable, of the Credit Party approving and authorizing the execution, delivery and performance of each of the Assumption Agreement, the Credit Agreements and each other Fundamental Document required or contemplated thereunder to which it is a party. Such resolutions have not been amended, modified or rescinded since the date of adoption and are in full force and effect on the date hereof.
3. Attached hereto as Exhibit B is a true, correct and complete copy of the articles or certificate of incorporation, organization or formation, or other similar and/or analogous organizational document (each, an "Organizational Document"), as applicable, of the Credit Party, certified by the Secretary of State (or, if applicable, other appropriate governmental official) of the Credit Party's jurisdiction of incorporation, organization or formation, as the case may be, together with all amendments thereto, as in full force and effect as of the date hereof. Since the date of such certification, there has been no amendment, rescission or modification of any such Organizational Document, and no proceedings for any such amendment, rescission or modification have been instituted or are pending.

4. Attached hereto as Exhibit C is a true, correct and complete copy of the by-laws, limited liability company agreement, operating agreement or other similar and/or analogous governance document (each, a “Governance Document”), of the Credit Party, together with all amendments thereto, as in full force and effect as of the date hereof. Since the date of such Governance Document or the date of the most recent amendment thereto, as applicable, there has been no amendment, rescission, modification or replacement of any such Governance Document, and no proceedings for any such amendment, rescission, modification or replacement have been instituted or are pending.
5. Attached hereto as Exhibit D is a copy of the certificate of good standing, certificate of status, or similar certificate certified by the Secretary of State or other appropriate governmental official of the jurisdiction of incorporation, formation or organization of the Credit Party, dated as of a recent date as set forth on such certificate.
6. Each Person set forth on Exhibit E is now a duly elected, appointed and qualified officer of the Credit Party and each such Person is authorized to execute the Assumption Agreement, any other Fundamental Document applicable to the Credit Party and any other document delivered in connection therewith, including any amendments thereto, and the signature appearing opposite such Person’s name on Exhibit E is a true and genuine specimen of such Person’s signature.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this certificate in her capacity as Director for the Credit Party effective as of the date first above written.

AUDIO NETWORK US, INC.

REDACTED

By: _____

Name: Joseph Sparacio

Title: Director

Exhibit A

**ACTION BY WRITTEN
CONSENT OF THE
AUTHORIZED
REPRESENTATIVES OF THE
CREDIT PARTIES**

April 18, 2019

One or more of the undersigned, as set forth on the signature pages hereof, acting pursuant to the applicable statutory and other legal requirements for each of the entities listed in Schedule A attached hereto (each, a “Credit Party”), constitute all of the directors, members, voting shareholders or applicable representatives (each, a “Requisite Group”), as set forth on the signature pages hereof, required by applicable law and the applicable Credit Party’s organizational documents (the “Applicable Requirements”) to act for each such Credit Party, and each and all of the undersigned, acting in accordance with the authority contained in the Applicable Requirements, waiving all notice, do hereby consent to and adopt the resolutions set forth in Exhibit A attached hereto and authorize the taking of actions specified therein without a meeting, by written consent (this “Consent”) by each Credit Party, and all such authorizations of actions by any Credit Party hereunder shall include actions taken by such Credit Party on behalf of itself and (if applicable) as a shareholder, member, managing member, manager, general partner, trustee, beneficiary, other controlling or significant interest owner, or other type of representative whether similar to, or different from, the foregoing with the power, alone or together with other such representatives, to take action on behalf of, or to bind, another person.

For Audio Network Canada Inc., this Consent shall be a written resolution passed as evidence by the signature of the sole shareholder of Audio Network Canada Inc. in accordance with provisions of the *Canada Business Corporations Act*.

This Consent may be executed in counterparts and all so executed shall constitute one consent, notwithstanding that all representatives of each Requisite Group are not signatories to the original or the same counterpart.

[signatures follow]

IN WITNESS WHEREOF, the undersigned have duly executed this unanimous written consent as of the date first written above.

(Counterpart Signature Sheets follow)

Counterpart Signature Sheet

Attached to and forming a part of the Action by Written Consent of the Board of Directors of the following entity: **Audio Network US, Inc.**

REDACTED

James Robert Smith

Chris Taylor

Joseph Sparacio

Michael Olsen

Counterpart Signature Sheet

Attached to and forming a part of the Action by Written Consent of the Board of Directors of the following entity: **Audio Network US, Inc.**

James Robert Smith REDACTED

Chris Taylor

Joseph Sparacio

Michael Olsen

Counterpart Signature Sheet

Attached to and forming a part of the Action by Written Consent of the Board of Directors of the following entity: **Audio Network US, Inc.**

James Robert Smith

Chris Taylor

REDACTED

Joseph Sparacio

REDACTED

Michael Olsen

Counterpart Signature Sheet

Attached to and forming a part of the Action by Written Consent of the Board of Directors of the following entity: **Audio Network Canada Inc.**

The foregoing resolution is passed as evidenced by the signature of the sole shareholder of Audio Network Canada Inc. pursuant to the provisions of the *Canada Business Corporations Act* and in accordance with the power vested in the shareholder by virtue of a declaration of the shareholder made April 18, 2019.

AUDIO NETWORK LIMITED

REDACTED

By:

Name: Edward Parry

Title: Director

EXHIBIT A

OMNIBUS RESOLUTIONS

April 18, 2019

RECITALS:

- A. Each of the parties listed on Schedule A hereto (each individually a “Company”, and, collectively, the “Companies”) desires to enter into an Instrument of Assumption and Joinder, dated as of April 18, 2019 (the “Assumption Agreement”) in favor of the Security Agent (for the benefit of the Secured Parties) whereby each Company will accede to (i) that certain Credit and Guaranty Agreement dated as of December 21, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “RCF Credit Agreement”), among Entertainment One UK Holdings Limited, Earl Street Capital, Inc. and 4384768 Canada Inc. as borrowers (the “RCF Borrowers”), the guarantors referred to therein, the lenders thereunder, JPMorgan Chase Bank, N.A., as administrative agent and as Issuing Bank, and JPMorgan Chase Bank, N.A., Toronto Branch as Canadian Agent, (ii) that certain Term Loan Credit and Guaranty Agreement, dated as of April 11, 2019 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Term Loan Credit Agreement” and, together with the RCF Credit Agreement, the “Credit Agreements”), among Entertainment One UK Holdings Limited, as the borrower (the “Term Loan Borrower”), the guarantors referred to therein, the lenders referred to therein, JPMorgan Chase Bank, N.A., as administrative agent (in its capacity as administrative agent under the RCF Credit Agreement and under the Term Loan Credit Agreement, the “Administrative Agent”), (iii) the Security Agreement, (iv) the Contribution Agreement and (v) each of the other applicable Fundamental Documents (each as defined in the Credit Agreements) (the Assumption Agreement, the Credit Agreements, the Security Agreement, the Contribution Agreement and the other applicable Fundamental Documents, collectively referred to herein as the “Loan Documents”). Unless otherwise defined herein, capitalized terms used in this certificate shall have the meanings set forth in the Assumption Agreement, the RCF Credit Agreement or the Term Loan Credit Agreement, as applicable.
- B. Each Company desires to enter into a supplemental indenture No. 10 among, *inter alios*, the Companies, Entertainment One Ltd. (the “Issuer”) and Deutsche Trustee Company Limited as trustee (the “Supplemental Indenture”) relating to an indenture dated as of December 11, 2015 (as amended and supplemented from time to time, the “Indenture”) providing for the issuance of the Issuer’s 6.875% Senior Secured Notes due 2022 (the “Notes”).
- C. Each Company desires to enter into an English law debtor accession deed (the “Accession Deed to the Intercreditor Agreement”) relating to an intercreditor

agreement, dated as of December 11, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Intercreditor Agreement”), among, *inter alios*, the Issuer, the RCF Borrowers, the subsidiaries of the Issuer party thereto, the Security Agent, JP Morgan Chase Bank, N.A., as RCF Agent, the Creditors and the Debtors (each as defined in the Intercreditor Agreement).

- D. Audio Network Canada Inc. desires to enter into an instrument of assumption and joinder (the “Canadian Assumption Agreement”) in favour of the Security Agent whereby the it will accede to the Ontario Security Agreement (as defined in the RCF Credit Agreement);
- E. The Credit Agreements, the Indenture, the Security Agreement, the Ontario Security Agreement, the Contribution Agreement and the Intercreditor Agreement, each as supplemented by the Assumption Agreement, the Canadian Assumption Agreement, the Supplemental Indenture or the Accession Deed to the Intercreditor Agreement, as applicable, are referred to herein, collectively, as the “Amended Documents”. The Assumption Agreement, the Canadian Assumption Agreement, the Supplemental Indenture and the Accession Deed to the Intercreditor Agreement are collectively referred to herein as the “New Documents”.
- F. The directors or other Requisite Group of the relevant Companies have carefully considered the documents that are to be entered into by each of the relevant Companies and the transactions contemplated under those documents (including, without limitation, the giving of guarantees under the Credit Agreement) and have formed the opinion that the entry into those documents and the transactions contemplated thereby is to the commercial benefit and advantage of the relevant Company and is likely to promote the success of the relevant Company for the benefit of the members as a whole.
- G. The sole shareholder of Audio Network Canada Inc. hereby declares, pursuant to section 146 of the *Canada Business Corporations Act*, that the powers of the director(s) of Audio Network Canada Inc. to manage, or supervise the management of, the business and affairs of Audio Network Canada Inc. are restricted for the sole purpose and to the extent necessary (but only to such extent) for the sole shareholder to approve and deal with the matters provided for in this resolution with the effect that the sole shareholder shall have all of the rights, powers, duties, obligations and liabilities of the director(s) with respect to such matters.

Each Company hereby adopts the following resolutions:

RESOLVED THAT:

- 1. Each Company is authorized and empowered to enter into, execute and deliver the New Documents to which it is party and to perform its obligations

thereunder and under the other Loan Documents, the Amended Documents and the Senior Secured Notes Documents (as defined in the Intercreditor Agreement), each in substantially the form of the drafts presented to the directors or other governing body of such Company for the passing of this resolution, including such amendments and modifications as each authorized director or officer of such Company (each, an “Authorized Director” or “Authorized Officer”, respectively) from time to time and in its sole discretion shall deem necessary, appropriate or desirable and each of such agreements, instruments, documents, financing statements, title affidavits, indemnities and certificates contemplated thereby or required in connection therewith, including, without limitation, the Loan Documents and Amended Documents, in each case, with such amendments, restatements, modifications and supplements thereto as may now or hereafter, from time to time, be approved by any Authorized Director or any Authorized Officer, such approval to be conclusively evidenced by any such Authorized Director’s or Authorized Officer’s execution and delivery thereof.

2. Each Company is authorized and empowered to (a) guarantee the debt of the RCF Borrowers under the RCF Credit Agreement, the Term Loan Borrower under the Term Loan Credit Agreement, and the Issuer under the Indenture, (b) grant or confirm a security interest to the Security Agent pursuant to the Security Documents (as defined in the Credit Agreements) (including pursuant to any reaffirmation of or any joinder to any of the Security Documents), for the ratable benefit of the Secured Parties, in all of such Company’s assets, including copyright and trademark assets and (c) pledge to the Security Agent, for the ratable benefit of the Secured Parties, the Pledged Securities (as defined in the Credit Agreements) in respect of the Secured Obligations (as defined in the Intercreditor Agreement), substantially in the form of the drafts presented to the directors or other governing body of such Company for the passing of this resolution.
3. Each Company is authorized to grant the charges, mortgages, hypothecs and security interests in favor of the Security Agent, for the ratable benefit of the Secured Parties, over all of the property, assets and undertakings of such Company upon the terms and conditions set out in the Security Documents and the Intercreditor Agreement.
4. The pledge by the shareholders of the Companies party to the Pledge Agreement, the Canadian Pledge Agreement, the U.K. Debenture (as defined in the Credit Agreement, including the supplemental security deeds in relation thereto, and collectively with the Pledge Agreement, the Canadian Pledge Agreement, the “Pledge Agreements”) (such shareholders party to the Pledge Agreements, the “Pledgors”) of the Pledged Securities to the Security Agent, upon the terms and conditions set forth in the Pledge Agreements, is authorized and approved and, upon the exercise by the Security Agent of its rights under the Pledge Agreements, the transfer by the Pledgors to the Security Agent or its nominee or to one or more third parties of all or any portion of the Pledged Securities (or any further shares then owned by the Pledgors), is authorized and approved.
5. Any transferee of all or any part of the Pledged Securities (or any further shares

then owned by the Pledgors) in accordance with the Pledge Agreements, be and is hereby irrevocably directed to be entered in the shareholders' register as the shareholder of record in the place and stead of the Pledgors immediately upon request by the Security Agent or such transferee, in accordance with the provisions of the Pledge Agreements.

6. Any Authorized Director and Authorized Officer is authorized and directed, in the name of and on behalf of the applicable Company, to negotiate, finalize, execute and deliver the New Documents, the Loan Documents, Amended Documents, Senior Secured Notes Documents (including the Supplemental Indenture), the Accession Deed to the Intercreditor Agreement and each other Loan Document to which such Company is a party, with or without the corporate seal affixed, and with such additions, deletions or other changes to any such documents as such Authorized Director or Authorized Officer, in such Authorized Director's or Authorized Officer's sole discretion, may approve, such approval to be conclusively evidenced by such Authorized Director's or Authorized Officer's execution and delivery of the New Documents, the Loan Documents, the Amended Documents, the Senior Secured Notes Documents (including the Supplemental Indenture), the Accession Deed to the Intercreditor Agreement and such other Loan Document to which such Company is a party, as the case may be.
7. Any Authorized Director or Authorized Officer is authorized and directed, for and on behalf of the applicable Company, to negotiate, finalize, execute and deliver or file such further certificates, documents, instruments, notices and other papers, and to do all such other acts and things as are required or as such Authorized Director or Authorized Officer, in such Authorized Director's or Authorized Officer's sole discretion, may determine to be necessary or desirable in order to complete the transactions contemplated in this resolution, such determination to be conclusively evidenced by such Authorized Director's or Authorized Officer's execution and delivery of any such documents or instruments and the taking of any such action.
8. All things and acts previously done and performed or caused to be done and performed by any Authorized Director or any Authorized Officer of any Company, in the name of and behalf of such Company prior to the date of these resolutions, in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, ratified, confirmed and approved in all respects.
9. The omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of any Authorized Director or any Authorized Officer of any Company to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

10. Any Authorized Director or Authorized Officer be and is hereby authorized to appoint any process agent required by any of the terms of any document and to enter into any agreement necessary to make such appointment.

Schedule A

1. Audio Network US, Inc.
2. Audio Network Canada Inc.

Exhibit B

Delaware

The First State

Page 1

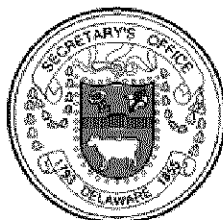
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "AUDIO NETWORK US, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2007, AT 11:38 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "AUDIO NETWORK US, INC.".

REDACTED



4444053 8100H
SR# 20192926652

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202660841
Date: 04-17-19

CERTIFICATE OF INCORPORATION

OF

AUDIO NETWORK US, INC.

FIRST: The name of the Corporation is Audio Network US, Inc.

SECOND: The registered office of the Corporation in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. Its registered agent at that address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful acts or activities for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) designated as common stock, and the par value of each such share of common stock is one cent (\$0.01), amounting in the aggregate to ten dollars (\$10.00).

FIFTH: The name of the incorporator is Todd M. Brinberg, and his mailing address is c/o Nadborny & Brinberg LLP, 420 Lexington Avenue, Suite 2300, New York, New York 10170.

SIXTH: To the fullest extent permitted by law, no person shall be liable to the Corporation or its stockholders for any monetary damages as a result of any breach of that person's fiduciary duty as an officer or director of the Corporation.

SEVENTH: Every person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Corporation to the fullest extent legally permissible under the General Corporation Law of the State of Delaware, as amended from time to time, against all expenses, liabilities and losses (including attorneys' fees, judgments, fines and amounts paid in settlement) reasonably incurred or suffered by him in connection therewith. This right of indemnification shall be a contract right which may be enforced in any manner desired by that person. This right of indemnification shall not be exclusive of any other right which those directors, officers or representatives may have or hereafter acquire and, without limiting the generality of this statement, they shall be entitled to their respective rights of indemnification under any by-laws, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article Seventh.

The board of directors may adopt by-laws from time to time with respect to indemnification to provide at all times the fullest indemnification permitted by the General Corporation Law of the

State of Delaware, as amended from time to time, and may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify that person against such liability.

IN WITNESS WHEREOF, the undersigned incorporator, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, hereby executes this Certificate of Incorporation on October 22, 2007.

REDACTED

Todd M. Brinberg, Incorporator

Exhibit C

**BY- LAWS OF
AUDIO NETWORK US, INC.**

**ARTICLE I
OFFICERS**

SECTION 1. The registered office of the Corporation shall be in Wilmington, Delaware.

SECTION 2. The Corporation may also have offices at such other places within and without the State of Delaware as the board of directors may from time to time determine or as the business of the Corporation may require.

**ARTICLE II
MEETING OF STOCKHOLDERS**

SECTION 1. Meetings of stockholders shall be held at such place, within or without the State of Delaware, as shall be designated from time to time by the board of directors.

SECTION 2. Annual meetings of stockholders shall, unless otherwise provided by the board of directors, be held on February 1 in each year if not a legal holiday, and if a legal holiday, then on the next full business day following, at 1:00 p.m., at which they shall elect a board of directors and transact such other business as may properly be brought before the meeting.

SECTION 3. Written notice of the annual meeting, stating the place, date and hour thereof, shall be given to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date of the meeting.

SECTION 4. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order with the address of and the number of voting shares registered in the name of each stockholder. Such list shall be open for ten (10) days prior to any meeting of stockholders for the purpose of examination by any stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of meeting, or if not specified, at the place where the meeting is to be held, and shall be produced and kept at the time and place of the meeting during the entire meeting, and may be inspected by any stockholder who is present.

SECTION 5. Special meetings of stockholders may be called by the board of directors, by the chairman or by stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote.

SECTION 6. Written notice of a special meeting of stockholders, stating the place, date, hour and purpose thereof, shall be given by the secretary to each stockholder entitled to vote thereat not less

than ten (10) nor more than sixty (60) days before the date fixed for the meeting. Such notice shall state the purpose or purposes of the proposed meeting.

SECTION 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

SECTION 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than by announcement at the meeting if the adjournment is not for more than thirty (30) days and a new record date is not fixed for the adjourned meeting, until a quorum shall be present or represented. If a quorum shall be present or represented at such adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

SECTION 9. When a quorum is present at any meeting, the affirmative vote of a majority of the votes cast shall decide any question brought before that meeting, unless the question is one upon which by express provision of the statutes of the State of Delaware or of the Certificate of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

SECTION 10. Each stockholder shall at every meeting of stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period. Two inspectors of election may be appointed by the board of directors, or if not so appointed then by the presiding officer of the meeting. If inspectors of election are appointed, all questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by such inspectors of election.

SECTION 11. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action by any provisions of the statutes of the State of Delaware, the meeting and vote of stockholders may be dispensed with if all of the stockholders who would have been entitled to vote, or less than all but not less than the holders of a majority of the stock entitled to vote, upon the action if such meeting were held shall consent in writing to such corporate action being taken; provided that the written consent shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent.

SECTION 12. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate

action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be less than ten (10) nor more than sixty (60) days prior to any such action. A determination of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

SECTION 13. The board of directors, in its sole discretion, may determine that at any meeting of the stockholders, the stockholders or their proxies may participate by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

ARTICLE III DIRECTORS

SECTION 1. The number of directors that shall constitute the whole board of directors of the Corporation shall be one (1). By amendment of these by-laws, the number of directors may be increased or decreased from time to time by the board of directors or the stockholders within the limits permitted by the laws of Delaware, but no decrease in the number of directors shall change the term of any director in office at the time of such decrease. The directors shall be elected at the annual meeting of stockholders, except as provided in Section 2 of this Article, and each director shall hold office until his successor is elected and qualified or until his earlier resignation or removal. Any director may resign at any time upon written notice to the Corporation. Any director or the entire board of directors may be removed, with or without cause, at any time by the holders of a majority of the shares then entitled to vote at an election of directors, and any vacancy in the board of directors caused by such removal may be filled by the stockholders at the time of such removal. Directors need not be stockholders.

SECTION 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by an election by the majority of the directors then in office, though less than a quorum, and each of the directors so chosen shall hold office until the next annual election and until his successor is elected and qualified or until his earlier resignation or removal.

SECTION 3. The business and affairs of the Corporation shall be managed by or under the direction of its board of directors which shall exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, the Certificate of Incorporation or these by-laws directed or required to be exercised or done by the stockholders.

SECTION 4. The first meeting of each newly elected board of directors shall be held immediately following the adjournment of the annual meeting of stockholders and at the same place as such meeting of stockholders. No notice to the directors of such meeting shall be necessary in order

legally to constitute the meeting, provided a quorum shall be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors.

SECTION 5. The board of directors of the Corporation or any committee thereof may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board of directors. Special meetings of the board of directors may be called by the chairman or the president, and the secretary shall call a special meeting on the request of any two (2) directors. If given personally, by telephone or by telegram, the notice shall be given at least one (1) day prior to the meeting. Notice may be given by mail if it is mailed at least three (3) days before the meeting. The notice need not specify the business to be transacted. In the event of an emergency which in the judgment of the chairman or the president requires immediate action, a special meeting may be convened without notice, consisting of those directors who are immediately available in person or by telephone and can be joined in the meeting in person or by conference telephone. The actions taken at such a meeting shall be valid if at least a quorum of the directors participates either personally or by conference telephone.

SECTION 6. At meetings of the board of directors, a majority of the directors at the time in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 7. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees of the board of directors, each committee to consist of one or more of the directors of the Corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the Corporation, including the power and authority to declare a dividend and to authorize the issuance of stock, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority to amend the Certificate of Incorporation, adopt an agreement of merger or consolidation, recommend to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommend to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amend the by-laws of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Unless the board of directors designates one or more directors as alternate members of any committee, who may replace an absent or disqualified member at any meeting of the committee, the members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the board of directors to act at the meeting in the place of any absent or disqualified member of such committee. At meetings of any such committee, a majority of the members or alternate members of such committee shall constitute a quorum for the transaction of business, and the act of a majority of members or alternate members

present at any meeting at which there is a quorum shall be the act of the committee.

SECTION 8. The board of directors and the committees thereof shall keep regular minutes of their proceedings.

SECTION 9. Any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the board or of such committees, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

SECTION 10. The members of the board of directors or any committee thereof may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

SECTION 11. The directors may be paid their expenses of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed similar reimbursement and compensation for attending committee meetings.

ARTICLE IV OFFICERS

SECTION 1. The officers of the Corporation shall be chosen by the board of directors at its first meeting after each annual meeting of stockholders and shall be a president and a secretary. The board of directors may also choose a chairman, vice-chairman, one or more vice presidents, a treasurer and additional or assistant officers as it may deem advisable. Any number of offices may be held by the same person.

SECTION 2. The board of directors may appoint such other officers and agents as it desires who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

SECTION 3. The officers of the Corporation shall hold office at the pleasure of the board of directors. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time on written notice to the Corporation. Any officer elected or appointed by the board of directors may be removed at any time with or without cause by the board of directors. Any vacancy occurring in any office of the Corporation by death, resignation, and removal or otherwise shall be filled by the board of directors.

SECTION 4. The board of directors may, in its discretion, choose a director to serve as chairman. If there is chairman, then the chairman shall be the chief executive officer of the Corporation, shall preside at meetings of the shareholders and of the board of directors, shall be an ex officio member of all committees, and shall have such other powers and perform such other duties as the board of directors may from time to time prescribe. In addition, the chairman may sign and execute contracts, agreements, instruments and other documents on behalf of the Corporation, and may sign and execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other office to some other officer or agent of the corporation.

SECTION 5. The board of directors may, in its discretion, choose a director to serve as vice-chairman. The vice-chairman, if any, shall in the absence of the chairman perform the duties and exercise the powers of the chairman, and shall perform such other duties and exercise such other powers as the board of directors may from time to time prescribe.

SECTION 6. The president shall be the chief operating officer of the Corporation, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect. In the absence of the both the chairman and any vice-chairman, the president shall preside at meetings of the shareholders and the board of directors. If there is no chairman, then the president shall also be the chief executive officer of the Corporation. The president shall act under the direction of the chairman (if any) and the board of directors. The president may sign and execute contracts, agreements and other documents on behalf of the Corporation, and may sign and execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other office or agent of the Corporation. In addition, the president shall have such other powers and perform such other duties as shall be designated by the chairman (if any) and the board of directors from time to time.

SECTION 7. The vice presidents, if any, shall act under the direction of the chairman (if any) and the president and in the absence or disability of the president shall perform the duties and exercise the powers of the president. They shall perform such other duties and have such other powers as the chairman (if any), the president or the board of directors may from time to time prescribe. The board of directors may specify the order of seniority of the vice presidents and in that event the duties and powers of the president shall descend to the vice presidents in the specified order of seniority. The board of directors may designate one or more vice presidents with particular titles, for example "executive vice president", "senior vice president", "vice president - operations" or "vice president - sales".

SECTION 8. The secretary shall act under the direction of the chairman (if any), the president and the board of directors. Subject to the direction of the chairman (if any) and the president, he shall attend all meetings of the board of directors and all meetings of stockholders and record the proceedings in books to be kept for that purpose and shall perform like duties for the committees

designated by the board of directors when required. He shall give or cause to be given notice of all meetings of stockholders and special meetings of the board of directors and shall perform such other duties as may be prescribed by the chairman (if any), the president or the board of directors. He shall keep in safe custody the seal of the Corporation and cause it to be affixed to any instrument requiring it.

SECTION 9. The assistant secretaries, if any, in the order of their seniority, unless otherwise determined by the chairman (if any), the president or the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the chairman (if any), the president or the board of directors may from time to time prescribe.

SECTION 10. The treasurer, if any, shall act under the direction of the chairman (if any), the president and the board of directors. Subject to the direction of the chairman (if any) and the president, he shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the board of directors. He shall disburse the funds of the Corporation as may be ordered by the chairman (if any), the president or the board of directors, taking proper vouchers for such disbursements, and shall render to the chairman (if any), the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the Corporation.

SECTION 11. The assistant treasurers, if any, in the order of their seniority, unless otherwise determined by the chairman (if any), the president or the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the chairman (if any), the president or the board of directors may from time to time prescribe.

ARTICLE V CERTIFICATES OF STOCK

SECTION 1. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the chairman, the president or a vice president and the treasurer or an assistant treasurer or the secretary or an assistant secretary of the Corporation, certifying the number of shares owned by him in the Corporation.

SECTION 2. Any or all of the signatures on a certificate may be a facsimile. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, it may be issued with the same effect as if he were such officer at the date of issue. The seal of the Corporation or a facsimile thereof may, but need not, be affixed to certificates of stock.

SECTION 3. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation and alleged to have been lost, stolen or destroyed, on the making of any affidavit of that fact by the person claiming the certificate or certificates were lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate or certificates alleged to have been lost, stolen or destroyed.

SECTION 4. Upon surrender to the Corporation or a transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation, if it is satisfied that all provisions of the Certificate of Incorporation, the by-laws and the law regarding the transfer of shares have been duly complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction on the books of the Corporation.

SECTION 5. The Corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI MISCELLANEOUS

SECTION 1. Notices to directors and stockholders mailed to them at their addresses appearing on the books of the Corporation shall be deemed to be given at the time when deposited in the United States mail. Whenever any notice is required to be given under the provisions of the statutes of the State of Delaware, the Certificate of Incorporation or these by-laws, waiver thereof in writing, signed by the person or persons entitled to that notice, whether before or after the time stated therein, shall be deemed the equivalent of notice.

SECTION 2. Attendance of a director or stockholder at a meeting shall constitute a waiver of notice of such meeting except when the director or stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 3. There may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for the purchase or lease of additional property, or for such other

purposes as the directors shall think conducive to the interests of the Corporation, and the directors may modify or abolish any such reserve.

SECTION 4. In addition to any officers authorized in the by-laws, all checks or demands for money and notes of the Corporation, and all contracts, certificates and other instruments of, by or on behalf of the Corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate by resolution.

SECTION 5. The fiscal year of the Corporation shall be fixed by resolution of the board of directors.

SECTION 6. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed, affixed or in any other manner reproduced.

SECTION 7. (a) Every person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he or a person of whom he is the legal representative is or was a director or officer of the Corporation or is or was serving at the request of the Corporation or for its benefit as a director or officer of another corporation, or as the Corporation's representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under and pursuant to any procedure specified in the General Corporation Law of the State of Delaware, as amended from time to time, against all expenses, liabilities and losses (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any by-law, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

(b) The board of directors may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, or as the Corporation's representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

SECTION 8. These by-laws may be amended by the stockholders at any annual or special meeting of stockholders, provided notice of the intention to amend shall have been contained in the notice of the meeting. If the Corporation has not yet received any payment for its stock, the board of directors by a majority vote of the whole board at any meeting may amend these by-laws.

Exhibit D

Delaware

The First State

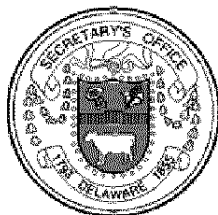
Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AUDIO NETWORK US, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF APRIL, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AUDIO NETWORK US, INC." WAS INCORPORATED ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



4444053 8300

SR# 20192926652

You may verify this certificate online at corp.delaware.gov/authver.shtml

REDACTED

Jeffrey W. Bullock, Secretary of State

Authentication: 202660844

Date: 04-17-19

Exhibit E

Exhibit E-

AUDIO NETWORK US, INC.

Name	Title	Signature
James Robert Smith	Director	REDACTED
Chris Taylor	Director	
Joseph Sparacio	Director	
Michael Olsen	Director	

Exhibit E-

AUDIO NETWORK US, INC.

Name	Title	Signature
James Robert Smith	Director	
Chris Taylor	Director	REDACTED
Joseph Sparacio	Director	
Michael Olsen	Director	

Exhibit E-

AUDIO NETWORK US, INC.

Name	Title	Signature
James Robert Smith	Director	
Chris Taylor	Director	
Joseph Sparacio	Director	REDACTED
Michael Olsen	Director	REDACTED

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**UNDERLYING 11 DECEMBER 2015
SECURITY INSTRUMENT
ATTACHED INFRA**

TRADEMARK SECURITY AGREEMENT

December 11, 2015

This TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement") is made by the undersigned parties (collectively, the "Pledgors", and individually, each a "Pledgor"), in favor of WILMINGTON TRUST (LONDON) LIMITED, as Security Agent (the "Security Agent") under that certain Security Agreement dated as of December 11, 2015 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Security Agreement"), among the Pledgors and the Security Agent. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement or in that certain Credit and Guaranty Agreement dated as of December 11, 2015 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"), among the Pledgors, the lenders referred to therein, JPMorgan Chase Bank, N.A., as Administrative Agent and as Issuing Bank, J.P. Morgan Europe Limited, as Sterling Agent and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent (as applicable).

WHEREAS, pursuant to the Security Agreement, the Pledgors have pledged and granted to the Security Agent (for the benefit of the Secured Parties) a continuing security interest in all Collateral of the Pledgors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Pledgors in, to and under any trademark or trademark license, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Secured Obligations; and

WHEREAS, the Pledgors have duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Secured Parties to make financial accommodations to the Pledgors, the Pledgors agree, for the benefit of the Secured Parties, as follows:

Grant of Security Interest. Each of the undersigned Pledgors does hereby pledge and grant to the Security Agent (for the benefit of the Secured Parties), as security for the Secured 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 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 such Pledgor:

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;

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

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;

but excluding, notwithstanding anything in the Security Agreement, the Credit Agreement or herein to the contrary: (i) any "intent-to-use" trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office or any intellectual property if the grant of a security interest therein would result in the cancellation or voiding of such intellectual property by the applicable Governmental Authority, (ii) Equity Interests expressly excluded from the definition of Pledged Securities or (iii) any agreement (including agreements relating to intellectual property) to which any Pledgor is a party, only to the extent and for so long as the terms of such agreement or any requirement of Applicable Law (x) validly prohibit the creation by such Pledgor of a security interest in such agreement in favor of the Security Agent (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other Applicable Law (including the Bankruptcy Code) or principles of equity) or (y) would result in a termination pursuant to the terms of any such agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity), in each case unless and until any required consents are obtained, provided however that Trademark Collateral shall include, and the security interest granted in the Trademark Collateral shall attach to, any proceeds, substitutions or replacements of any such excluded items referred to herein unless such proceeds, substitutions or replacements would constitute excluded items under the Credit Agreement or hereunder.

2. Purpose. This Trademark Security Agreement has been executed and delivered by each of the undersigned Pledgors for the purpose of registering the grant of security interest herein to the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the ratable benefit of each other Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Security Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Each of the undersigned Pledgors does hereby further acknowledge and affirm that the rights and remedies of the Security 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 Security Agreement and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

5. Counterparts. 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned Pledgors has caused this Trademark Security Agreement to be duly executed by its duly Authorized Officer as of the date first set forth above.

PLEDGORS:

ENTERTAINMENT ONE UK HOLDINGS LIMITED

REDACTED

By: _____
Name: Giles Willits
Title: Director

EARL STREET CAPITAL, INC.

REDACTED

By: _____
Name: Giles Willits
Title: Director

4384768 CANADA INC.

REDACTED

By: _____
Name: Giles Willits
Title: Director

ENTERTAINMENT ONE LTD.

REDACTED

By: _____
Name: Giles Willits
Title: Director

7508999 CANADA INC.

REDACTED

By: _____
Name: Giles Willits
Title: Director

ENTERTAINMENT/ONE UK LIMITED

REDACTED

By: _____

Name: Giles Willits

Title: Director

ALLIANCE FILMS (UK) LIMITED

REDACTED

By: _____

Name: Giles Willits

Title: Director

ENTERTAINMENT ONE FILM USA LLC

By: Earl Street Capital, Inc. in its capacity as Managing Partner
of Entertainment One Film USA LLC

REDACTED

By: _____

Name: Giles Willits

Title: Director of Earl Street Capital, Inc.

ENTERTAINMENT ONE US LP

By: Entertainment One GP LLC in its capacity as Managing
Partner of Entertainment One US LP

REDACTED

By: _____

Name: Giles Willits

Title: Director of Entertainment One GP LLC

ENTERTAINMENT ONE LICENSING US, INC.

REDACTED

By: _____

Name: Giles Willits

Title: Director

ENTERTAINMENT/ONE GP LLC

REDACTED

By: _____
Name: Giles Willits
Title: Director

GAYLORD PRODUCTION COMPANY

REDACTED

By: _____
Name: Giles Willits
Title: Secretary

NATIONAL ENTERTAINMENT MEDIA, INC.

REDACTED

By: _____
Name: Giles Willits
Title: Chief Financial Officer

DEATH ROW ACQUISITION LLC

REDACTED

By: _____
Name: Giles Willits
Title: Director

ENTERTAINMENT ONE LIMITED PARTNERSHIP

By: Entertainment One GP Ltd. in its capacity as Managing
Partner of Entertainment One Limited Partnership

REDACTED

By: _____
Name: Giles Willits
Title: Director of Entertainment One GP Ltd.

ENTERTAINMENT ONE GP LIMITED

REDACTED

By: _____

Name: Giles Willits

Title: Director

ENTERTAINMENT ONE FILMS CANADA INC.

REDACTED

By: _____

Name: Giles Willits

Title: Chief Financial Officer

VIDÉOGLOBE 1/INC.

REDACTED

By: _____

Name: Giles Willits

Title: Chief Financial Officer

LES FILMS CRISTAL, S.E.C./CHRISTAL FILMS, L.P.

By: Les Films Christal Inc./Christal Films Inc., in its
capacity as General Partner of Les Films Christal,
s.e.c./Christal Films, L.P.

REDACTED

By: _____

Name: Xavier Trudel

Title: Director of Les Films Christal Inc./Christal Film Inc.

LES FILMS CRISTAL INC./CHRISTAL FILMS INC.

By: _____

Name: Xavier Trudel

Title: Director

SEVILLE PICTURES INC./LES FILMS SEVILLE INC.

By: _____
Name: Xavier Trudel
Title: Director

ENTERTAINMENT / ONE OVERSEAS HOLDINGS
LIMITED

REDACTED

By: _____
Name: Giles Willits
Title: Director

ENTERTAINMENT / ONE TELEVISION
INTERNATIONAL LTD.

REDACTED

By: _____
Name: Giles Willits
Title: Chief Financial Officer

ALLIANCE FILMS / HOLDINGS INC.

REDACTED

By: _____
Name: Giles Willits
Title: Chief Financial Officer

ALLIANCE VIVA FILM INC.

REDACTED

By: _____
Name: Xavier Trudel
Title: Director

8324417 CANADA INC.

REDACTED

By: _____

Name: Giles Willits

Title: Chief Financial Officer

P4 HOLDINGS USA, INC.

REDACTED

By: _____

Name: Giles Willits

Title: Director

310 HOLDINGS INC.

REDACTED

By: _____

Name: Giles Willits

Title: Director

MOMENTUM PICTURES, LLC

REDACTED

By: _____

Name: Giles Willits

Title: Manager

310 HOLDINGS LLC

REDACTED

By: _____

Name: Giles Willits

Title: Manager

MOMENTUM PICTURES (CANADA), INC.

REDACTED

By: _____

Name: Giles Willits

Title: Director

ALLIANCE FILMS ~~(UK)~~ SINISTER 2 LIMITED

REDACTED

By: _____
Name: Giles Willits
Title: Director

ALLIANCE FILMS ~~(UK)~~ DARK SKIES LIMITED

REDACTED

By: _____
Name: Giles Willits
Title: Director

ALLIANCE FILMS ~~(UK)~~ DEVELOPMENT LIMITED

REDACTED

By: _____
Name: Giles Willits
Title: Director

9161767 CANA~~DA~~/INC.

REDACTED

By: _____
Name: Giles Willits
Title: Director

EONE FILMS IN~~SID~~IOUS 3 LIMITED

REDACTED

By: _____
Name: Giles Willits
Title: Director

ENTERTAINMENT ONE GP LIMITED

By: _____
Name: Giles Willits
Title: Director

ENTERTAINMENT ONE FILMS CANADA INC.

By: _____
Name: Giles Willits
Title: Chief Financial Officer

VIDÉOGLOBE 1 INC.

By: _____
Name: Giles Willits
Title: Chief Financial Officer

LES FILMS CRISTAL, S.E.C./CRISTAL FILMS, L.P.

By: Les Films Cristal Inc./Cristal Films Inc., in its
capacity as General Partner of Les Films Cristal,
s.e.c./Cristal Films, L.P.

REDACTED

By: _____
Name: Xavier Trudel
Title: Director of Les Films Cristal Inc./Cristal Film Inc.

LES FILMS CRISTAL INC./CRISTAL FILMS INC.

REDACTED

By: _____
Name: Xavier Trudel
Title: Director

SEVILLE PICTURES INC./LES FILMS SEVILLE INC.

REDACTED

By: _____

Name: Xavier Trudel

Title: Director

ENTERTAINMENT ONE OVERSEAS HOLDINGS
LIMITED

By: _____

Name: Giles Willits

Title: Director

ENTERTAINMENT ONE TELEVISION
INTERNATIONAL LTD.

By: _____

Name: Giles Willits

Title: Chief Financial Officer

ALLIANCE FILMS HOLDINGS INC.

By: _____

Name: Giles Willits

Title: Chief Financial Officer

ALLIANCE VIVAFILM INC.

REDACTED

By: _____

Name: Xavier Trudel

Title: Director

SECURITY AGENT:

WILMINGTON TRUST (LONDON) LIMITED, as Security Agent

REDACTED





By _____


Name:

Title: Daniel Wynne
Director

Trademarks

Proprietor: Alliance Films (UK) Limited

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	3760394	3760394	13.04.2004	09.11.2006	Registered	CTM	None
	3760402	3760402	13.04.2004	09.11.2006	Registered	CTM	None
MOMENTUM PICTURES	3750213	3750213	07.04.2004	05.08.2005	Registered	CTM	None
MOMENTUM FILM	304243884	30424388	27.04.2004	11.01.2005	Registered	Germany	None
MOMENTUM FILMS	043288790	043288790	29.04.2004	29.04.2004	Registered	France	None
MOMENTUM FILM	M120049100	1088090	15.09.2004	17.01.2008	Registered	Italy	None
FILMES MOMENTUM	38097MNA	380974MNA	27.04.2004	02.12.2004	Registered	Portugal	None
MOMENTUM FILMS	2593123N7	2593123M7	26.04.2004	25.02.2005	Registered	Spain	None
MOMENTUM FILMS	200403269	375255	06.05.2004	07.10.2005	Registered	Sweden	None
MOMENTUM PICTURES	2232199	2232199	11.05.2000	12.07.2002	Registered	United Kingdom	None
	1,180,573	TMA852531	05.06.2003	05.06.2013	Registered	Canada	None
MOMENTUM PICTURES	1,221,294	TMA852532	22.06.2004	05.06.2013	Registered	Canada	None
	1,221,297	TMA852533	22.06.2004	05.06.2013	Registered	Canada	None

MOMENTUM PICTURES & DESIGN 	1745399	N/A	10.09.2015	N/A	Pending	Canada	None
MOMENTUM PICTURES	1745191	N/A	09.09.2015	N/A	Pending	Canada	None

Proprietor: Maple Pictures Corp.

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
MAPLE PICTURES	1226668	TMA695316	09.08.2004	31.08.2007	Registered	Canada	None
MAPLE TELEVISION	1255364	TMA751743	19.04.2005	30.10.2009	Registered	Canada	None

Proprietor: Entertainment One Hopscotch Pty Ltd

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Hopscotch logo	1124746	1124746	19 July 2006	06 November 2006	Registered	Australia	
Hopscotch logo	1188427	1188427	20 July 2007	16 October 2007	Registered	Australia	
HOPSCOTCH (word mark)	1504704		26 July 2012		Under examination	Australia	
HOPSCOTCH (word mark)	752004	752004	26 July 2006	01 February 2007	Registered	New Zealand	

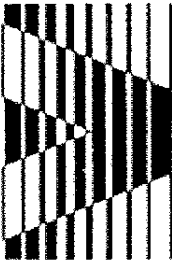

Proprietor: Entertainment One Home Entertainment Australia Pty Ltd

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
SOUL FOOD (word mark)	1304628	1304628	17 June 2009	17 June 2009	Registered	Australia	
BRUISED (word mark)	1404399	1404399	18 January 2011	18 January 2011	Registered	Australia	

Proprietor: Entertainment One Limited Partnership


Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
URBAN SOUND EXCHANGE	849,960	TMA505,889	Jul. 7, 1997	Dec. 22, 1998	Registered	Canada	
VIDEO ONE	1,098,250	TMA575,958	Apr. 3, 2001	Feb. 19, 2003	Registered	Canada	

Schedule A to Trademark
Security Agreement

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
V DESIGN 	1,124,908	TMA591,281	Dec. 12, 2001	Oct. 1, 2003	Registered	Canada	
ENTERTAINMENT EXTRA DESIGN 	844,872	TMA497,143	May 13, 1997	July 7, 1998	Registered	Canada	
CD PLUS	633,993	TMA446,847	Jun. 9, 1989	Sep. 1, 1995	Registered	Canada	
VIDEO ONE CANADA	473,895	TMA270,034	Aug. 5, 1981	Jun. 11, 1982	Registered	Canada	

Proprietor: Entertainment One Limited Partnership (previously known as Row Limited Partnership)



Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Koch Records International & Design	582,798	TMA338,228	April 24, 1987	March 18, 1988	Registered	Canada	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
KOCH-RECORDS  INTERNATIONAL							


Proprietor: Entertainment One Benelux B.V. (formerly known as R.C.V. Entertainment B.V.)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
HEAVY HORROR	N/A	0974096	N/A	20/09/2000	Expires on 20/09/2020	Benelux	
RCV	N/A	0955665	N/A	28/01/2000	Expires on 28/1/2020	Benelux	
ALLE 4 GOED	N/A	1074622	N/A	01/04/2005	Expires on 01/04/2015	Benelux	
ALLE 10 GOED	N/A	1074620	N/A	01/04/2005	Expires on 01/04/2015	Benelux	
ALLE 15 GOED	N/A	1074621	N/A	01/04/2005	Expires on 01/04/2015	Benelux	
ALLE 20 GOED	N/A	1074623	N/A	01/04/2005	Expires on 01/04/2015	Benelux	

Proprietor: Entertainment One Ltd.

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
ENTERTAINMENT ONE	1495092	TMA835,670	September 8, 2010	November 2, 2012	Registered	Canada	N/A
EONE	1495093	TMA849,623	September 8, 2010	April 26, 2013	Registered	Canada	N/A
eOne & Design 	1495094	TMA849,633	September 8, 2010	April 26, 2013	Registered	Canada	N/A
SEVILLE	1,705,631	N/A	December 3, 2014	N/A	Pending	Canada	N/A
SEVILLE & DESIGN 	1,705,636	N/A	December 3, 2014	N/A	Pending	Canada	N/A
SEVILLE	1,705,635	N/A	December 3, 2014	N/A	Pending	Canada	N/A



Schedule A to Trademark
Security Agreement

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
SEVILLE & DESIGN 	1,705,639	N/A	December 3, 2014	N/A	Pending	Canada	N/A


Proprietor: Seville Pictures Inc.

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
MIGHTY MACHINES & Design	767,529	TMA455,969	Oct. 31, 1994	March 22, 1996	Registered (Renewed)	Canada	Assignment dated Feb 1, 2001 – trademark assigned from


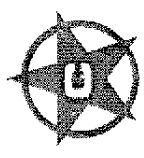




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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
					March 22, 2011)		Malofilm Production Inc. to Seville Pictures (Registered: June 4, 2002) License Agreement between Seville Pictures and Mighty Machines Series III dated Dec 13, 2007.
MIGHTY MACHINES & Design 	767,452	TMA577,091	Nov. 1, 1994	March 7, 2003	Registered	Canada	Assignment dated Feb 1, 2001 -- trademark assigned from Malofilm Production Inc. to Seville Pictures

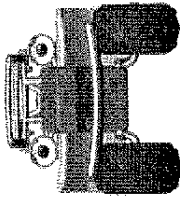

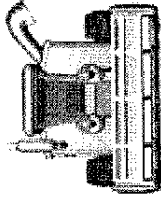
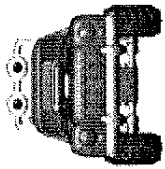
Proprietor: Entertainment One UK Limited (previously known as E1 Entertainment UK Limited)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	1202066	TMA765095	December 22, 2003	April 27, 2010	Registered	Canada	
Word TRACTOR TOM	1202067	TMA765098	December 22, 2003	April 27, 2010	Registered	Canada	
Word RUBBER DUCK		2390692	28/10/2005	28/10/2005	Registered	United Kingdom	




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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Logo 		2398141	29/07/2005	27/01/2006	Registered	United Kingdom	
Logo 		2398140	29/07/2005	11/08/2006	Registered	United Kingdom	
Logo 		2444389	23/01/2007	13/07/2007	Registered	United Kingdom	
Word TRACTOR TOM		2294369	02/03/2002	02/04/2004	Registered	United Kingdom	
Device 		2310060	06/09/2002	30/05/2003	Registered	United Kingdom	
Word and Device 		2312095	30/09/2002	15/10/2004	Registered	United Kingdom	
Design 		3007571	08/10/2002	08/10/2002	Registered	United	



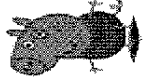

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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
						Kingdom	
Design 		3007146	18/09/2002	18/09/2002	Registered	UK	
Design 		000000658-0001	28/04/2003	28/04/2003	Registered	Community Trademark	
		000000658-0002	28/04/2003	28/04/2003	Registered	Community Trade Mark	

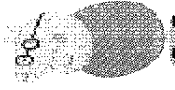
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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Figurative 		003664232	13/02/2004	04/04/2007	Registration published	Community Trade Mark	
TRACTOR TOM		003635794	13/02/2004	12/05/2005	Registration published	Community Trade Mark	
TRACTOR TOM	78334941	3550224	02/12/2003	23/12/2008	Registered	United States of America	
	78334940	3594903	02/12/2003	24/03/2009	Registered	United States of America	
Word HONG KONG LEGENDS		2292050	Priority Date: 10/12/2001	06/02/2004	Registered	United Kingdom	
Logo 		2292053	Priority Date: 10/12/2001	02/08/2002	Registered	United Kingdom	

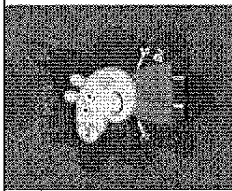
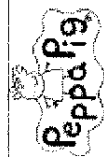
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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		2240744	27/07/2000	26/01/2001	Registered	United Kingdom	
Word LOZZIE LOLLIPOP		2405052A	27/10/2005	14/09/2007	Registered	United Kingdom	
Word LOZZIE		2405053	27/10/2005	14/04/2006	Registered	United Kingdom	
Word HUMF		2382589	21/01/2005	15/07/2005	Registered	United Kingdom	
		000066956-0001	14/08/2003	14/08/2003	Registered	EU	
		000066956-0002	14/08/2003	14/08/2003	Registered	EU	
		000066956-0003	14/08/2003	14/08/2003	Registered	EU	




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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		000066956-0004	14/08/2003	14/08/2003	Registered	EU	

Proprietor: Entertainment One UK Limited and Astley Baker Davies Limited

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
PEPPA PIG		2340356	12/08/2003	17/09/2004	Registered	United Kingdom	Character Options – Master Toy Licence.
		2340700	13/08/2003	17/09/2004	Registered	United Kingdom	
PEPPA PIG	78647153	3663706	09/06/2005	04/08/2009	Registered	United States of America	
	78647159	3506452	09/06/2005	23/09/2008	Registered	United States of America	
Word GEORGE PIG		2548684	21/05/2010	03/09/2010	Registered	United Kingdom	

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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		2548685	21/05/2010	10/09/2010	Registered	United Kingdom	
Word PEPPA PIG	1513010	N/A	06/09/2012	N/A	Application filed, pending registration.	Australia	
	1513011	N/A	07/09/2012	N/A	Application filed, pending registration.	Australia	
Word BEN AND HOLLY'S LITTLE KINGDOM		2455413	14/05/2007	19/10/2007	Registered	United Kingdom	
Word LITTLE KINGDOM		2449281	13/03/2007	08/05/2009	Registered	United Kingdom	
		1479431	11/10/1991	24/02/1995	Registered	United Kingdom	
Word BEN AND HOLLY		2518341	11/06/2009	09/10/2009	Registered	United Kingdom	
Word BEN AND HOLLY'S LITTLE KINGDOM		010186302	09/08/2011	02/12/2011	Registered	EU	

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
		010186336	09/08/2011	27/04/2012	Registered	EU	

Proprietor: Gaylord Production Company

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
FAERIE TALE THEATRE	73/643211	1469456	Feb. 3, 1987	Dec. 15, 1987	Not in use	United States of America	

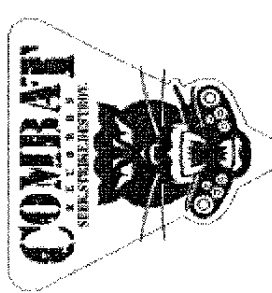
Proprietor: Entertainment One U.S. LP (formerly KOCH Entertainment U.S. LP)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
KOCH	74/181709	1,738,085	Jul. 2, 1991	Dec. 8, 1992	Registered	United States of America	
KOCH INTERNATIONAL DESIGN	74/181710	1,740,964	Jul. 2, 1991	Dec. 22, 1992	Registered	United States of America	
KOCH INTERNATIONAL	74/181708	1,740,963	Jul. 2, 1991	Dec. 22, 1992	Registered	United States of America	
THE MAJOR ALTERNATIVE	76/305336	2,674,274	Aug. 28, 2001	Jan. 14, 2003	Registered	United States of America	
THE MAJOR INDEPENDENT	78/019501	2,713,483	Aug. 3, 2000	May 6, 2003	Registered	United States of America	

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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
FAERIE TALE THEATRE	85/326024	4,104,735	May 20, 2011	Feb. 28, 2012	Registered	United States of America	


Proprietor: Entertainment One U.S. LP (formerly Koch Entertainment Distribution LLC Which Merged into Koch Entertainment LP)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
IN THE PAINT	75/936843	2537744	Mar. 4, 2000	Feb. 12, 2002	Not in use	United States of America	
COMBAT RECORDS SEEK STRIKE DESTROY DESIGN 	78/650102		Jun. 14, 2005		Not in use	United States of America	
COMBAT RECORDS	78/608728		Apr. 14, 2005		Not in use	United States of America	
AMERICAN KIDS PRESENTS	78/353639		Jan. 19, 2004		Not in use	United States of America	

Proprietor: Koch Entertainment Distribution LLC (Merged Into Koch Entertainment LP)¹

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
TRAINER'S EDGE	78/393270	3010826	Mar. 30, 2004	Nov. 1, 2005	Not in use	United States of America	






Proprietor: Death Row Acquisition LLC

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
DEATH ROW RECORDS	77/785,361	3,884,831	July 20, 2009	7 Dec, 2010	Registered	United States of America	
 DEATH ROW RECORDS	77/801,298	3,884,857	Aug 10, 2009	7 Dec, 2010	Registered	United States of America	
DEATH ROW RECORDS	77/979,999		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,368		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,376		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,366		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,375		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,371		July 20, 2009		Registration pending	United States of America	





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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
DEATH ROW RECORDS	77/785,381		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,356		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/785,385		July 20, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/979,994		August 10, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/801,290		August 10, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/801,311		August 10, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	77/801,306		August 10, 2009		Registration pending	United States of America	




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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
	77/801,317		August 10, 2009		Registration pending	United States of America	
	77/801,303		August 10, 2009		Registration pending	United States of America	
	77/801,315		August 10, 2009		Registration pending	United States of America	
	77/801,323		August 10, 2009		Registration pending	United States of America	
	77801,328		August 10, 2009		Registration pending	United States of America	
DEATH ROW RECORDS	134429	134427	Feb 9, 2010	Sept 20, 2010	Registered	Australia	

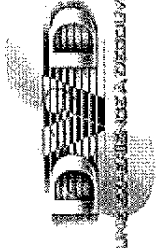
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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
 DEATH ROW RECORDS	134429	134427	Feb 9, 2010	Aug 6, 2010	Registered	Australia	
DEATH ROW RECORDS	8870297	8870297	Feb 9, 2010	Aug 10, 2010	Registered	Community Trademark	
 DEATH ROW RECORDS	8870371	8870371	Feb 9, 2010	Aug 2, 2010	Registered	Community Trademark	
 DEATH ROW RECORDS	2010-9571	5354546	Feb 10, 2010	Sept 17, 2010	Registered	Japan	
DEATH ROW RECORDS	2010-9814	5385239	11 Feb, 2010	Jan 21, 2011	Registered	Japan	
DEATH ROW RECORDS	1065950	1197372	Feb 9, 2010	Jan 16, 2011	Registered	Mexico	
 DEATH ROW RECORDS	1065949	1197373	Feb 9, 2010	Jan 16, 2011	Registered	Mexico	
DEATH ROW RECORDS	1469048		Feb 10, 2010		Registration pending	Canada	



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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
 DEATH ROW RECORDS	1469042		Feb 10, 2010		Registration pending	Canada	
 DEATH ROW RECORDS	8271809		May 6, 2010		Registration pending	China	
 DEATH ROW RECORDS	8068287		May 6, 2010		Registration pending	China	


Proprietor: Entertainment One Limited Partnership

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
DVE-UNE EXPÉRIENCE À DÉCOUVRIR! DESIGN 	1,124,385	TMA588,516	Dec. 6, 2001	Aug. 29, 2003	Registered	Canada	

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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
DVD-EXPERIENCE IT! DESIGN 	1,124,384	TMA588,479	Dec. 6, 2001	Aug. 28, 2003	Registered	Canada	
VIDEO ONE PREVIEW	1,124,387	TMA585,888	Dec. 6, 2001	Jul. 23, 2003	Registered	Canada	
PRIMEURS	1,124,383	TMA607,470	Dec. 6, 2001	Apr. 13, 2004	Registered	Canada	
PREVIEW	1,124,386	TMA583,423	Dec. 6, 2001	Jun. 10, 2003	Registered	Canada	
NOUVEAUTÉS EXTRA DESIGN 	844,871	TMA496,357	May 13, 1997	Jun 18, 1998	Registered	Canada	
ZEUS	1,397,131	TMA801741	May 28, 2008	July 8, 2011	Registered	Canada	

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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
BACKSPACER LOGO WITH CARTOUCHE AND THREE-POINTED SHAPE 	1,641,170	N/A	August 27, 2013	N/A	Pending	Canada	
LE PLANIFICATEUR & Design LE PLANIFICATEUR <small>VOTRE PLANIFICATEUR HEBDOMADAIRE</small>	1,603,500	TMA914384	November 22, 2012	September 17, 2015	Registered	Canada	
THE PLANNER	1603478	TMA900,541	November 22, 2012	April 8, 2015	Registered	Canada	
THE PLANNER THE PLANNER YOUR WEEKLY PLANNING GUIDE	1,603,497	TMA914385	November 22, 2012	September 17, 2015	Pending	Canada	
LE PLANIFICATEUR	1603494	TMA903,492	November 22, 2012	May 1, 2015	Registered	Canada	

Seville Pictures Inc. (previously known as Seville Entertainment Inc.)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
INDUSTRY ENTERTAINMENT	0885362	TMA538029	1998-07-23	2000-11-30	Registered	Canada	

Entertainment One Films Canada Inc. (previously known as Maximum Film Distribution Inc.)

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
MAXIMUM FILMS DESIGN	1364970	TMA724496	2007-09-25	2008-09-25	Registered	Canada	
MAXIMUM FILMS	1364837	TMA724494	2007-09-24	2008-09-25	Registered	Canada	
Certified Funny		4,350,009	October 17, 2012	June 11, 2013	Registered	USA	
Certified Funny		4,350,010	October 17, 2012	June 11, 2013	Registered	USA	

Proprietor: Entertainment One UK Limited, Astley Baker Davies Limited

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
Peppa	906874955, 906874998, 906875013, 906875030, 906875064, 906875080, 906875102, 906875145, 906875170, 906875196, 906875234, 906875269, 906875307, 906875323, 906875358, 906875382, 906875420, 906875455, 906875480, 906875501.	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	Brazil	In relation to pending international TV & video licensing and international merchandising agreements for exploitation of the property within the territory.
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark

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Peppa (word mark)	1078385, 1078382	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	Chile	In relation to pending international TV & video licensing and international merchandising for agreements of the exploitation of the property within the territory.
Peppa (word mark)	012216792	TBC	11 October 2013	TBC	Application filed for class numbers: 05, 08, 12, 14, 20, 27, 35, 38.	European Union	In relation to pending international TV & video licensing and international merchandising for agreements of the exploitation of the property within the territory.
Peppa (word mark)	011577335	TBC	11 October 2013	TBC	Application filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	WIPO	In relation to pending international TV & video licensing and international merchandising for agreements of the exploitation of the property within the territory.
Peppa Pig (word mark)	906874963, 906875005, 906875021, 906875048, 906875072, 906875099, 906875129,	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35,	Brazil	In relation to pending international TV & video licensing and international merchandising for agreements of the exploitation of the


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906875153, 906875188, 906875218, 906875242, 906875277, 906875315, 906875331, 906875366, 906875404, 906875439, 906875463, 906875498, 906875510,						38, 41.			property within the territory.
Peppa Pig (word mark)	012216834	TBC	11 October 2013	TBC		Applications filed for class numbers: 05, 08, 12, 14, 20, 27, 35, 38.	European Union	In relation to pending international TV & video licensing and international merchandising for agreements of the exploitation of the property within the territory.	
Peppa Pig (word mark)	012216834	TBC	11 October 2013	TBC		Applications filed for class numbers: 03, 05, 08, 09, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 29, 30, 32, 35, 38, 41.	WIPO	In relation to pending international TV & video licensing and international merchandising for agreements of the exploitation of the property within the territory.	


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Peppa Pig (figurative mark)	906874980, 906875056, 906875137, 906875161, 906875226, 906875250, 906875285, 906875340, 906875374, 906875412, 906875447, 906875528	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32, 41.	Brazil	In relation to pending international TV & video licensing and international merchandising for agreements for the exploitation of the property within the territory.
Peppa Pig (figurative mark)	1078386, 1078389, 012216883	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32, 41.	European Union	In relation to pending international TV & video licensing and international merchandising for agreements for the exploitation of the property within the territory.
Peppa Pig (figurative mark)	012216883	TBC	11 October 2013	TBC	Applications filed for class numbers: 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32, 41.	WIPO	In relation to pending international TV & video licensing and international merchandising for agreements for the exploitation of the property within the territory.
Entertainment One	982971	982971	16 August 2013	04 March 2014	Registered	New Zealand	
eOne	982972	982972	16 August 2013	04 March 2014	Registered	New Zealand	


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	982970	982970	16 August 2013	04 March 2014	Registered	New Zealand	
Peppa device mark, Korea		1029735 1029736 1029737 1029738 1029739 1029740	13 May 2013	28 March 2014	Registered	Korea	None individually material
Peppa word mark, Korea		1029728 1029730 1029731 1029732 1029733 1029734	13 May 2013	28 March 2014	Registered	Korea	None individually material
Peppa Pig word mark, Korea		1029719 1029724 1029725 1029726 1029727	13 May 2013	28 March 2014	Registered	Korea	None individually material
"Peppa" word mark in Class 03	40-2013-0031141	40-1029728	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa" word mark in Class 09	40-2013-0031142	40-1043588	13 May 2013	19 June 2014	Registered	South Korea	N/A
"Peppa" word mark in Class 16	40-2013-0031143	40-1043591	13 May 2013	19 June 2014	Registered	South Korea	N/A
"Peppa" word mark in Class 18	40-2013-0031144	40-1029730	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa" word	40-2013-0031145	40-1029731	13 May 2013	28 March 2014	Registered	South Korea	N/A

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mark in Class 20												
"Peppa" word mark in Class 21	40-2013-0031146	40-1029732	13 May 2013	28 March 2014	Registered	South Korea	N/A					
"Peppa" word mark in Class 24	40-2013-0031147	40-1029733	13 May 2013	28 March 2014	Registered	South Korea	N/A					
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark					
"Peppa" word mark in Class 25	40-2013-0031148	40-1029734	13 May 2013	28 March 2014	Registered	South Korea	N/A					
"Peppa" word mark in Class 28	40-2013-0031149	40-1043592	13 May 2013	19 June 2014	Registered	South Korea	N/A					
"Peppa" word mark in Class 32	40-2013-0031152	40-1043593	13 May 2013	19 June 2014	Registered	South Korea	N/A					
"Have Fun With Peppa" device mark in Class 03	40-2013-0031153	40-1029735	13 May 2013	28 March 2014	Registered	South Korea	N/A					
												
"Have Fun With Peppa" device mark in Class 09	40-2013-0031154	40-1043594	13 May 2013	19 June 2014	Registered	South Korea	N/A					

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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
<p>“Have Fun With Peppa” device mark in Class 16</p> 	40-2013-0031155	40-1043595	13 May 2013	19 June 2014	Registered	South Korea	N/A
<p>“Have Fun With Peppa” device mark in Class 18</p> 	40-2013-0031156	40-1029736	13 May 2013	28 March 2014	Registered	South Korea	N/A



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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
<p>"Have Fun With Peppa" device mark in Class 20</p> 	40-2013-0031157	40-1029737	13 May 2013	28 March 2014	Registered	South Korea	N/A
<p>"Have Fun With Peppa" device mark in Class 21</p> 	40-2013-0031158	40-1029738	13 May 2013	28 March 2014	Registered	South Korea	N/A


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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
<p>"Have Fun With Peppa" device mark in Class 24</p> 	40-2013-0031159	40-1029739	13 May 2013	28 March 2014	Registered	South Korea	N/A
<p>"Have Fun With Peppa" device mark in Class 25</p> 	40-2013-0031160	40-1029740	13 May 2013	28 March 2014	Registered	South Korea	N/A

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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
<p>"Have Fun With Peppa" device mark in Class 28</p> 	40-2013-0031161	40-1043596	13 May 2014	19 June 2014	Registered	South Korea	N/A
<p>"Have Fun With Peppa" device mark in Class 29</p> 	40-2013-0031162	40-1043597	13 May 2014	19 June 2014	Registered	South Korea	N/A

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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
"Have Fun With Peppa" device mark in Class 32 	40-2013-0031164	40-1043598	13 May 2014	19 June 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 03	40-2013-0031126	40-1026429	13 May 2013	07 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 18	40-2013-0031130	40-1026430	13 May 2013	07 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 20	40-2013-0031131	40-1029719	13 May 2013	28 March 2014	Registered	South Korea	N/A





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Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
"Peppa Pig" word mark in Class 21	40-2013-0031133	40-1029724	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 24	40-20130031134	40-1029725	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 25	40-2013-0031136	40-1029726	13 May 2013	28 March 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 32	40-2013-0031140	40-1029727	13 May 2013	28 March 2014	Registered	South Korea	N/A
Skelanimals (logo, class 14, 16, 25, 28)		1155595		19 June 2014	Registered	Korea	
Skelanimals (logo, class 28)		9838252		7 April 2014	Registered	China	
"Peppa Pig" word mark in Class 09	2013-0031127	40-1047784	13 May 2013	11 July 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in Class 16	2013-0031129	40-1047786	13 May 2013	11 July 2014	Registered	South Korea	N/A
"Peppa Pig" word mark in	2013-0031137	40-1047787	13 May 2013	11 July 2014	Registered	South Korea	N/A







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"Peppa" word mark in Class 27	3310593	2708414	21 February 2014	28 January 2015	Registered	Argentina	N/A
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
"Peppa" word mark in Class 28	3310594	2708415	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa" word mark in Class 38	3310599	2708416	21 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" figurative mark in Class 3 	3310684	2708270	24 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" figurative mark in Class 9 	3310687	2708273	24 February 2014	28 January 2015	Registered	Argentina	N/A
"Peppa Pig" figurative mark in Class 16 	3310688	2708274	24 February 2014	28 January 2015	Registered	Argentina	N/A
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark
"Peppa Pig" figurative mark in Class 18 	3310689	2708275	24 February 2014	28 January 2015	Registered	Argentina	N/A

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“Peppa Pig” figurative mark in Class 21	3310690	2708276	24 February 2014	28 January 2015	Registered	Argentina		N/A		
										
“Peppa Pig” figurative mark in Class 24	3310691	2708277	24 February 2014	28 January 2015	Registered	Argentina		N/A		
										
“Peppa Pig” figurative mark in Class 25	3310692	2708278	24 February 2014	28 January 2015	Registered	Argentina		N/A		
										
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark			
“Peppa Pig” figurative mark in Class 28	3310693	2708279	24 February 2014	28 January 2015	Registered	Argentina		N/A		
										
“Peppa Pig” figurative mark in Class 29	3310694	2708280	24 February 2014	28 January 2015	Registered	Argentina		N/A		
										
“Peppa Pig” figurative mark	3310695	2708281	24 February 2014	28 January 2015	Registered	Argentina		N/A		

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in Class 30 									
“Peppa Pig” figurative mark in Class 32 	3310696	2708282	24 February 2014	28 January 2015	Registered	Argentina	N/A		
Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status	Territory	Material Licenses, Sublicenses and other Material Agreements relating to Trade-Mark		
“Peppa Pig” figurative mark in Class 41 	3310697	2708357	24 February 2014	28 January 2015	Registered	Argentina	N/A		
“Cupcake and Dinosaur” word mark in Classes 09, 28, 41 – Proprietor: Entertainment One UK Limited	013346341	013346341	10 October 2014	07 March 2015	Registered	European Union	N/A		
Entertainment One & Design	014539373		September 8, 2015		Filed	CTM (EU)			
eOne & Design	014539357		September 8, 2015		Filed	CTM (EU)			
“Ben and Holly’s Little Kingdom” word mark in classes 03, 09, 16, 18,	010186302	010186302	30 October 2014	06 September 2015	Registered	China	N/A		

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21, 24, 25, 28, 29, 30, 32 and 41.								
Peppa Pig figurative mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32 and 41.	m2014 17542	203175	11 October 2013	25 August 2015	Registered	Ukraine	N/A	
"Peppa" word mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30, 32 and 41.	m2014 17543	203176	09 December 2014	25 August 2015	Registered	Ukraine	N/A	
Peppa Pig figurative mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30 32 and 41.	012216883_02	4,783,931	20 February 2014	04 August 2015	Registered	USA	N/A	
PJ Masks figurative mark in classes 03, 09, 16, 18, 21, 24, 25, 28, 29, 30 and 32.	013957352	013957352	16 April 2015	13 August 2015	Registered	European Union	N/A	

TRADEMARK LICENSES

NONE