



Registration of a Charge

Company name: **AUDIO NETWORK LIMITED**

Company number: **04257337**



X88X7002

Received for Electronic Filing: **03/07/2019**

Details of Charge

Date of creation: **25/06/2019**

Charge code: **0425 7337 0008**

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

Brief description: **TRADEMARKS REGISTERED IN THE NAME OF AUDIO NETWORK LIMITED INCLUDING: "AN AUDIO NETWORK" BEARING REGISTRATION / SERIAL NUMBER 5516151. FOR ADDITIONAL DETAILS PLEASE REFER TO SCHEDULE A OF THE SECURITY INSTRUMENT.**

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 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2019 and created by AUDIO NETWORK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2019 .

Given at Companies House, Cardiff on 4th July 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.

Signature: K. Gallagher
Name: KAREN GALLAGHER
Title: SOLICITOR
Date: 03/07/19

Execution Version

TRADEMARK SECURITY AGREEMENT

June 25, 2019

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 June 25, 2019 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Security Agreement"), 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.

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 registered trademark or application for registration, 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:

1. Grant of Security Interest. As security for the due and punctual payment in full of the Secured Obligations, each of the undersigned Pledgors hereby grants, mortgages, pledges, assigns, transfers, sets over, conveys and delivers to the Security Agent, for the benefit of the Secured Parties a security interest in all of such Pledgor's right, title and interest in, to and under the following , wherever located or situated and whether now owned, presently existing or hereafter acquired or created (the "Trademark Collateral"):

(i) each trademark and service mark registration and application for registration and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark, including, without limitation, each trademark registration and application for registration referred to in Schedule A annexed hereto; and

(ii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim against third parties for the past, present or future infringement or dilution thereof or for injury to the goodwill associated therewith;

but excluding, notwithstanding anything in the Security Agreement, the Credit Agreement or herein to the contrary, any "intent-to-use" trademark or service mark applications for which a

statement of use has not been filed and accepted with the United States Patent and Trademark Office, to the extent, if any, and solely during the period if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such “intent-to-use” application under applicable federal law or any intellectual property to the extent the taking or enforcement of a security interest therein would result in the cancellation or voiding of such intellectual property by the applicable Governmental Authority, 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:

4384768 CANADA INC.

REDACTED

By: _____
Name: Joseph Sparacio
Title: Director and Chief Operations Officer

EARL STREET CAPITAL, INC.

REDACTED

By: _____
Name: Joseph Sparacio
Title: Director, President and Assistant Treasurer

ENTERTAINMENT ONE UK HOLDINGS LIMITED

REDACTED

By: _____
Name: Ed Parry
Title: Director

U.S. GUARANTORS:

310 HOLDINGS, INC.

REDACTED

By:

Joseph Sparacio

Title: Director and Chief Operations Officer

310 HOLDINGS, LLC

REDACTED

By:

Name: Joseph Sparacio

Title: Manager and Chief Operations Officer

7508999 CANADA INC.

REDACTED

By:

Name: Joseph Sparacio

Title: Director

8324417 CANADA INC.

REDACTED

By:

Sparacio

Title: Director

9161767 CANADA INC.

REDACTED

By:

Name: Joseph Sparacio

Title: Director

ALLIANCE FILMS (UK) DARK SKIES
LIMITE

REDACTED

By: _____
Name: Edward Parry
Title: Director

ALLIANCE FILMS (UK) DEVELOPMENT
LIMITED

REDACTED

By: _____
Name: Edward Parry
Title: Director

ALLIANCE (UK) LIMITED

REDACTED

By: _____
Name: Edward Parry
Title: Director

ALLIANCE FILMS (UK) SINISTER 2 LIMITED

REDACTED

By: _____
Name: Edward Parry
Title: Director

ALLIANCE FILMS HOLDINGS INC.

REDACTED

By: _____
Name: Joseph Sparacio
Title: Chief Financial Officer

ALLIANCE VIVA FILM INC.

REDACTED

By: _____
Name: Patrick Roy
Title: Director and President

DEATH ROW ACQUISITION LLC

REDACTED

By:

Name: Joseph Sparacio

Title: Director, Treasurer and Secretary

DELUXE PICTURES D/B/A THE MARK
GORDON COMPANY INC.

REDACTED

By:

Name: Joseph Sparacio

Title: Director and Chief Financial Officer

ENTERTAINMENT ONE FILM USA LLC

Acting by Earl Street Capital, Inc., as managing
partner of Entertainment One Film USA LLC

REDACTED

By:

Name: Joseph Sparacio

Title: Director, President and Assistant
Treasurer

ENTERTAINMENT ONE FILMS CANADA INC.

REDACTED

By:

Name: Joseph Sparacio

Title: Director, Manager, Executive Vice
President, Chief Financial Officer and
Secretary

ENTERTAINMENT ONE GP LIMITED

REDACTED

By:

Name: Joseph Sparacio

Title: Director, Manager, Executive Vice
President, Chief Financial Officer and
Secretary

ENTERTAINMENT ONE GP LLC

REDACTED

By:

Name: Joseph Sparacio
Title: Director, Manager, Executive Vice
President, Chief Financial Officer and
Secretary

ENTERTAINMENT ONE HOLDINGS USA INC.

REDACTED

By:

Name: Joseph Sparacio
Title: Director, President and Assistant
Treasurer

ENTERTAINMENT ONE LICENSING US, INC.

REDACTED

By:

Name: Joseph Sparacio
Title: Director, Chief Financial Officer and
Secretary

ENTERTAINMENT ONE LIMITED
PARTNERSHIP

By: ENTERTAINMENT ONE GP LIMITED, in
its capacity as General partner of
ENTERTAINMENT ONE LIMITED
PARTNERSHIP

REDACTED

By:

Name: Joseph Sparacio
Title: Director and Chief Financial Officer

ENTERTAINMENT ONE LTD.

REDACTED

By:

Name: Joseph Sparacio
Title: Chief Financial Officer

ENTERTAINMENT ONE OVERSEAS
HOLDINGS LIMITED

REDACTED

By: _____

Name: Edward Parry
Title: Director

ENTERTAINMENT ONE REALITY
PRODUCTIONS, INC.

REDACTED

By: _____

Name: Joseph Sparacio
Title: Director and Chief Executive Officer

ENTERTAINMENT ONE TELEVISION
INTERNATIONAL LTD.

REDACTED

By: _____

Name: Joseph Sparacio
Title: Chief Financial Officer

ENTERTAINMENT ONE UK LIMITED

REDACTED

By: _____

Name: Edward Parry
Title: Director

ENTERTAINMENT ONE U.S. LP

By: Entertainment One GP LLC, in its
capacity as General Partner of Entertainment
One U.S. LP

REDACTED

By: _____

Name: Joseph Sparacio
Title: Director, Manager, Executive Vice
President, Chief Financial Officer and
Secretary

EONE FEATURES LLC

REDACTED

By:

Name: Heidi Scheeline
Title: Director

EONE FILMS (EITS) LIMITED

REDACTED

By:

Name: Edward Parry
Title: Director

EONE FILMS INSIDIOUS 3 LIMITED

REDACTED

By:

Name: Edward Parry
Title: Director

GAYLORD PRODUCTION COMPANY

REDACTED

By:

Name: Joseph Sparacio
Title: Director, Chief Financial Officer and
Secretary

LAST GANG MANAGEMENT INC.

REDACTED

By:

Name: Darren Throop
Title: Director and Chief Executive Officer

LAST GANG PUBLISHING INC.

REDACTED

By:

Name: Darren Throop
Title: Chairman and Chief Executive Officer

LAST GANG RECORDS INC.

REDACTED

By: _____

Name: Joseph Sparacio
Title: Director

LES FILMS CHRISTAL INC./CHRISTAL FILMS
INC.

REDACTED

By: _____

Title: Director, Chairma
Secretary

LES FILMS CHRISTAL, 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: _____

Title: Director, Chairman, President and
Secretary

MOMENTUM PICTURES (CANADA), INC.

REDACTED

By: _____

Name: Joseph Sparacio
Title: Director

MOMENTUM PICTURES, LLC

REDACTED

By: _____

Name: Josep Sparacio
Title: Manager and Chief Operations Officer

P4 HOLDINGS (USA), INC.

REDACTED

By: _____

Name: Joseph Sparacio

Title: Director and Chief Operations Officer

SEVILLE PICTURES INC. LES FILMS SÉVILLE
INC.

REDACTED

By: _____

Name: Patrick Roy

Title: Director

SIERRA P

REDACTED

By: _____

Name: Steve Bertram

Title: Manager

SIERRA/A

REDACTED

By: _____

Name: Steve Bertram

Title: Manager

VIDÉOGLOBE INC.

REDACTED

By: _____

Name: Darren Throop

Title: Director

ENTERTAINMENT ONE CANADA LTD.
REDACTED

By: _____
Name: Darren Throop
Title: Chairman and Chief Executive Officer

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.

REDACTED
By: _____
Name: ~~Randi Gold~~ Joseph Sparacio
Title: Director

AUDIO NETWORK MUSIC RIGHTS LTD

REDACTED
By: _____
Name: Edward Parry
Title: Director

TRAX 54

REDACTED
By: _____
Name: Edward Parry
Title: Director

SECURITY AGENT:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent REDACTED

By: _____

Name:

Keith Reader

Title:

Authorised Signatory

Schedule A to Trademark
Security Agreement

TRADEMARKS

U.S. Trademark	Registered Owner	Registration or Serial Number	Registration or Application Date
EONE	Entertainment One Ltd.	5609368	11/20/2018
ENTERTAINMENT ONE	Entertainment One Ltd.	5588586	10/23/2018
ENTERTAINMENT ONE	Entertainment One Ltd.	4047819	11/1/2011
EONE	Entertainment One Ltd.	4047818	11/1/2011
AN AUDIO NETWORK	Audio Network Limited	5516151	7/17/2018
DEATH ROW RECORDS	Death Row Acquisition LLC	86942675 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942755 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942750 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942738 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942721 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942696 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942692 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942665 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942743 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942727 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942712 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942677 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942656 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942640 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942707 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	86942629 ITU	3/16/2016
DEATH ROW RECORDS	Death Row Acquisition LLC	3884857	12/7/2010
DEATH ROW RECORDS	Death Row Acquisition LLC	3884831	12/7/2010
CERTIFIED FUNNY	ENTERTAINMENT ONE U.S. LP composed of Entertainment One GP LLC	4350010	6/11/2013
CERTIFIED FUNNY	ENTERTAINMENT ONE U.S. LP composed of Entertainment One GP LLC	4350009	6/11/2013

U.S. Trademark	Registered Owner	Registration or Serial Number	Registration or Application Date
THE GLOBAL INDEPENDENT	ENTERTAINMENT ONE U.S. LP composed of Entertainment One GP LLC	2658708	12/10/2002
THE MAJOR INDEPENDENT	ENTERTAINMENT ONE U.S. LP	2713483	5/6/2003
THE MAJOR ALTERNATIVE	ENTERTAINMENT ONE U.S. LP	2674274	1/14/2003
VEL VEL	ENTERTAINMENT ONE U.S. LP	2160314	5/26/1998
VEL VEL	ENTERTAINMENT ONE U.S. LP	2160313	5/26/1998
KOCH INTERNATIONAL	ENTERTAINMENT ONE U.S. LP	1740964	12/22/1992
KOCH	ENTERTAINMENT ONE U.S. LP	1738085	12/8/1992
KOCH INTERNATIONAL	ENTERTAINMENT ONE U.S. LP	1740963	12/22/1992
SKELANIMALS	Entertainment One Licensing US, Inc.	5519099	7/17/2017
SKELANIMALS	Entertainment One Licensing US, Inc.	4233690	10/30/2012
SO SO HAPPY	Entertainment One Licensing US, Inc.	4314928	4/2/2013
SO SO HAPPY	Entertainment One Licensing US, Inc.	4164693	6/26/2012
SO SO HAPPY	Entertainment One Licensing US, Inc.	4846493	11/3/2015
SO SO HAPPY	Entertainment One Licensing US, Inc.	4679530	1/27/2015
SO SO HAPPY	Entertainment One Licensing US, Inc.	4471778	1/21/2014
SO SO HAPPY	Entertainment One Licensing US, Inc.	4422547	10/22/2013
NINJA EXPRESS	Entertainment One UK Limited	88450304	5/29/2019
ALIEN TV	Entertainment One UK Limited	88299705 ITU	2/13/2019
NINJA EXPRESS	Entertainment One UK Limited	88382958	4/12/2019
ALIEN TV	Entertainment One UK Limited	88299705	2/13/2019
NINJA EXPRESS	Entertainment One UK Limited	87688819 ITU	11/17/2017
PEPPA PIG WORLD OF PLAY	Entertainment One UK Limited	87903645 ITU	5/2/2018
RICKY ZOOM	Entertainment One UK Limited	87853299 ITU	3/28/2018
GEKKO	Entertainment One UK Limited	87303055 ITU	1/16/2017
OWLETTE	Entertainment One UK Limited	87303064 ITU	1/16/2017
CATBOY	Entertainment One UK Limited	87303043 ITU	1/16/2017
PEPPA PIG LAND	Entertainment One UK Limited	5630633	12/18/2018
GEKKO	Entertainment One UK Limited	5613772	11/20/2018
OWLETTE	Entertainment One UK Limited	5613752	11/20/2018
CATBOY	Entertainment One UK Limited	5572276	9/25/2018
RICKY ZOOM	Entertainment One UK Limited	5478376	5/29/2018
PEPPA PIG WORLD	Entertainment One UK Limited	5431630	3/27/2018
(design)	Entertainment One UK Limited	5368427	1/2/2018
PEPPA PIG	Entertainment One UK Limited	5368426	1/2/2018
TRACTOR TOM	Entertainment One UK Limited	4897464	2/9/2016
PJ MASKS	Entertainment One UK Limited	4815385	9/22/2015
PEPPA PIG	Entertainment One UK Limited	4872348	12/22/2015
(design)	Entertainment One UK Limited	4783931	8/4/2015
PJ MASKS	Entertainment One UK Limited	5461563	5/8/2018
PJ MASKS	Entertainment One UK Limited	5183889	4/18/2017
PJ MASKS	Entertainment One UK Limited	5348145	12/5/2017
(design)	Entertainment One UK Limited	4980494	6/21/2016

U.S. Trademark	Registered Owner	Registration or Serial Number	Registration or Application Date
(design)	Entertainment One UK Limited	4986001	6/28/2016
BOBBY AND THE BIKE BUDDIES	Entertainment One UK Limited	4975536	6/14/2016
CUPCAKE AND DINOSAUR	Entertainment One UK Limited	5005464	7/26/2016
PEPPA PIG	Entertainment One UK Limited	3663706	8/4/2009
PEPPA PIG	Entertainment One UK Limited	3506452	9/23/2008
TRACTOR TOM	Entertainment One UK Limited	3594903	3/24/2009
TRACTOR TOM	Entertainment One UK Limited	3550224	12/23/2008
(design)	Last Gang Records Inc.	4681062	2/3/2015
US AGAINST THE WORLD	Last Gang Records Inc.	3426830	5/13/2008
LAST GANG RECORDS	Last Gang Records Inc.	3426829	5/13/2008