

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print

Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME Tax Credit Finance, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
385 South Main Street, Lower Level	Providence	RI	02903	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Argonaut Entertainment LP				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
201 Santa Monica Blvd., Suite 300	Santa Monica	CA	90401	USA

4. COLLATERAL: This financing statement covers the following collateral

See attached Schedule

5. Check <u>only</u> if applicable and check <u>only</u> one box Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensed/Licensee	
8. OPTIONAL FILER REFERENCE DATA: Ashland Hill	

SCHEDULE A

COLLATERAL

For the purposes of this Schedule A, "**Debtor**" shall mean TAX CREDIT FINANCE, LLC, a Rhode Island limited liability company and "**Secured Party**" shall mean ARGONAUT ENTERTAINMENT LP.

"**Collateral**" shall mean, with respect to each Qualifying Pictures for which Secured Party has provided Loans pursuant to the Loan Agreement only, all of such Company's right, title and interest in and to all personal and real property in such Qualifying Pictures, tangible and intangible, wherever located or situated and whether now owned, currently existing or hereafter acquired or created, including, but not limited to, all goods, accounts, instruments, intercompany obligations, partnership and joint venture interests, contract rights, documents, chattel paper, general intangibles, goodwill, equipment, fixtures, machinery, inventory, investment property, copyrights, patents, trademarks, trade names, insurance policies (including any key man policies), insurance proceeds, cash, deposit accounts, securities accounts, letter of credit rights, all shares of the capital stock, partnership interests, membership interests or other ownership units in a limited liability company, beneficial interests in a trust or other equity or voting interests in any Person, or any warrants, options or other rights to acquire such interests now owned or hereafter acquired by Company in connection with such Qualifying Pictures and other securities, all amounts on deposit in any collection account, any cash in any account or in any other deposit account and any proceeds of any thereof, products of any thereof or income from any thereof, further including, but not limited to, all of such Company's right, title and interest in and to each and every Qualifying Pictures, all of the properties thereof, tangible and intangible, and all domestic and foreign copyrights and all other rights therein and thereto, of every kind and character, whether now in existence or hereafter to be made or produced, and whether or not in the possession of such Company, including with respect to each and every Qualifying Pictures and without limiting the foregoing language, each and all of the following particular rights and properties (in each case to the extent they are now owned, currently existing or hereafter acquired or created by such Company in connection with such Qualifying Pictures):

(i) any so-called "soft money" benefits through sale/leaseback transactions, other tax advantaged financings, governmental subsidy/rebate or credit programs or similar transactions (hereinafter called "**Tax Credits**");

(ii) all scenarios, screenplays, teleplays and/or scripts at every stage thereof,

(iii) all common law and/or statutory copyright and other rights in all literary and other properties (hereinafter called "**Literary Properties**") which form the basis of such Qualifying Pictures and/or which are or will be incorporated into such Qualifying Pictures, all component parts of such Qualifying Pictures consisting of said Literary Property, all motion picture, television program or other rights in and to the story, all treatments of said story and said Literary Property, together with all preliminary and final screenplays used and to be used in

connection with such Qualifying Pictures, and all other literary material upon which such Qualifying Pictures is based or from which it is adapted;

(iv) all rights for all media in and to all music and musical compositions used and to be used in such Qualifying Pictures, if any, including, each without limitation, all rights to record, re-record, produce, reproduce or synchronize all of said music and musical compositions, including, without limitation, reuse fees, royalties and all other amounts payable with respect to said music and musical compositions;

(v) all tangible personal property relating to such Qualifying Pictures, including, without limitation, all exposed film, developed film, positives, negatives, prints, positive prints, answer prints, magnetic tapes and other digital or electronic storage media, special effects, preparing materials (including interpositives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements), sound tracks, cutouts, trims and any and all other physical properties of every kind and nature relating to such Qualifying Pictures whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on film, videotape, disk or other optical or electronic media or otherwise and all music sheets and promotional materials relating to such Qualifying Pictures (collectively, the "**Physical Materials**");

(vi) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such Qualifying Pictures including, without limitation, the following rights: all rights to produce remakes, spin-offs, sequels or prequels to such Qualifying Pictures based upon such Qualifying Pictures, said Literary Property or the theme of such Qualifying Pictures and/or the text or any part of said Literary Property; all rights throughout the world to broadcast, transmit and/or reproduce by means of television (including commercially sponsored, sustaining and subscription or "pay" television) or by streaming video or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such Qualifying Pictures or any remake, spin-off, sequel or prequel to such Qualifying Pictures; all rights to produce primarily for television or similar use, a motion picture or series of motion pictures, or other Qualifying Pictures by use of film or any other recording device or medium now known or hereafter devised, based upon such Qualifying Pictures, said Literary Property or any part thereof, including, without limitation, based upon any script, scenario or the like used in such Qualifying Pictures; all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with said Literary Property, such Qualifying Pictures, the title or titles of such Qualifying Pictures, the characters of such Qualifying Pictures and/or said Literary Property and/or the names or characteristics of said characters and including further, without limitation, any and all commercial exploitation in connection with or related to such Qualifying Pictures, any remake, spin-off sequel or prequel thereof and/or said Literary Property;

(vii) all statutory copyrights, domestic and foreign, obtained or to be obtained on such Qualifying Pictures, together with any and all copyrights obtained or to be obtained in connection with such Qualifying Pictures or any underlying or component elements of such Qualifying Pictures, including, in each case without limitation, all copyrights on the property

described in subparagraphs (i) through (v) inclusive, of this definition, together with the right to copyright (and all rights to renew or extend such copyrights, if applicable) and the right to sue in the name of such Company for past, present and future infringements of copyright;

(viii) all insurance policies and completion bonds connected with such Qualifying Pictures and all proceeds which may be derived therefrom;

(ix) all rights to distribute, sell, rent, license the exhibition of and otherwise exploit and turn to account such Qualifying Pictures in all media (whether now known or hereafter developed), the Physical Materials, the motion picture, television program or other rights in and to the story and/or other literary material upon which such Qualifying Pictures is based or from which it is adapted, and the music and musical compositions used or to be used in such Qualifying Pictures;

(x) any and all sums, claims, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC or otherwise) or other property obtained or to be obtained from the Tax Credits, the distribution, exhibition, sale or other uses or dispositions of such Qualifying Pictures or any part of such Qualifying Pictures in all media (whether now known or hereafter developed), including, without limitation, all sums, claims, proceeds, profits, products and increases, whether in money or otherwise, from a sale and leaseback or other sale, rental or licensing of such Qualifying Pictures and/or any of the elements of such Qualifying Pictures including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies held in any Collection Account for such Qualifying Pictures;

(xi) the dramatic, nondramatic, stage, television, radio and publishing rights, title and interest in and to such Qualifying Pictures, and the right to obtain copyrights and renewals of copyrights therein, if applicable;

(xii) the name or title of such Qualifying Pictures and all rights of such Company to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law;

(xiii) any and all contract rights and/or chattel paper which may arise in connection with such Qualifying Pictures;

(xiv) all accounts and/or other rights to payment which such Company currently owns or which may arise in favor of such Company in the future, including, without limitation, any refund or rebate in connection with a completion bond or otherwise, any and all refunds in connection with any value added tax, all accounts and/or rights to payment due from Persons in connection with the distribution of such Qualifying Pictures, or from the exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with such Qualifying Pictures, including tax refunds and tax rebates received in connection with tax incentives;

(xv) any and all "general intangibles" (as that term is defined in Section 9-102(42) of the UCC) connected with such Qualifying Pictures not elsewhere included in this

definition, including, without limitation, any and all general intangibles consisting of any right to payment which may arise in connection with the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favor of such Company for services or other performances by any third parties, including actors, writers, directors, individual producers and/or any and all other performing or nonperforming artists in any way connected with such Qualifying Pictures, any and all general intangible rights in favor of such Company relating to licenses of sound or other equipment, or licenses for any photograph or photographic or other processes, and any and all general intangibles related to the distribution or exploitation of such Qualifying Pictures including general intangibles related to or which grow out of the exhibition of such Qualifying Pictures and the exploitation of any and all other rights in such Qualifying Pictures set out in this definition;

(xvi) any and all "goods" (as defined in Section 9-102(44) of the UCC) including, without limitation, "inventory" (as defined in Section 9-102(48) of the UCC) which may arise in connection with the creation, production or delivery of such Qualifying Pictures, which goods are owned by such Company pursuant to any production agreement or a Distribution Agreement or otherwise, where "**Distribution Agreement**" means any distribution agreement or license agreement heretofore or hereafter entered into by a Company (or by a sales agent, or a Licensing Intermediary on behalf of such Credit Party or Co-Financing Venture Entity), as licensor, with a distributor, as licensee, with respect to the distribution, license or other exploitation of one or more Qualifying Pictures in any medium or territory, in each case, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof;

(xvii) all and each of the rights, regardless of denomination, which arise in connection with the acquisition, creation, production, completion of production, delivery, distribution, or other exploitation of such Qualifying Pictures, including, without limitation, any and all rights in favor of such Company, the ownership or control of which are or may become necessary or desirable, in the reasonable opinion of the Secured Party, in order to complete production of such Qualifying Pictures in the event that the Secured Party exercises any rights it may have to take over and complete production of such Qualifying Pictures;

(xviii) any and all documents issued by any pledgeholder or bailee with respect to such Qualifying Pictures or any Physical Materials (whether or not in completed form) with respect thereto;

(xix) any and all production accounts, collection accounts or other bank accounts established by such Company with respect to such Qualifying Pictures;

(xx) any and all rights of such Company under any Distribution Agreements relating to such Qualifying Pictures, including, without limitation, all rights to payment thereunder;

(xxi) any and all rights of such Company under contracts relating to the production or acquisition of such Qualifying Pictures or otherwise, including, but not limited to, all such contracts which have been delivered to the Secured Party pursuant to this Agreement;

(xxii) any and all patents, patent rights, software, proprietary processes or other rights with respect to the creation or production of computer animated Qualifying Pictures; and

(xxiii) any rebates, credits, grants or other similar benefits relating to such Qualifying Pictures.