

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)
CSC 1127 Broadway St NE Suite 310 Salem, OR 97301

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OREGON SECRETARY OF STATE



UCC LIEN NO. 94259844 INSIDE TRACK LLC

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. 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 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 Inside Track LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2355 State Street, Suite 101B	CITY Salem	STATE OR	POSTAL CODE 97301	COUNTRY

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 FilmHedge, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 3017 Boiling Way NE, Suite 224	CITY Atlanta	STATE GA	POSTAL CODE 30305	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

See attached Schedule A

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"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

SCHEDULE "A"

UCC-1 FINANCING STATEMENT

COLLATERAL DESCRIPTION

Debtor: INSIDE TRACK LLC

Secured Party: FILMHEDGE, LLC

The term "Collateral" consists of all of the Debtor's assets, including, without limitation, all right title and interest in and to the motion picture entitled "*FLASH BEFORE THE BANG*" (such motion picture, by whatever title it may be known, the "Picture") to be based upon the screenplay currently entitled "*Flash Before the Bang*" written by Jevon Whetter (including any and all drafts, versions and variation of such screenplay, the "Screenplay"), both tangible and intangible, whether now known or hereafter acquired or arising and regardless of where located and whether or not in the possession of the Debtor, and each and all of the particular rights and properties of the Picture set forth in paragraphs (a) through (x) below. Initially capitalized terms used herein without definition have the meanings ascribed to such terms in the Loan Agreement (as such may be amended, modified, supplemented, or restated from time to time) relating to the Picture, signed by Debtor in favor of the Secured Party.

More specifically and to the extent Debtor has such interest:

- (a) all of Debtor's right, title and interest in the Picture, all proceeds therefrom, ancillary and subsidiary rights therein, all film and sound elements and all derivatives thereof including video and DVD masters and any other film and sound material now known or hereinafter created, all goods, accounts, contract rights, general intangibles, equipment, copyrights, trademarks, media rights, and any proceeds thereof or income therefrom.
- (b) all of Debtor's right, title, and interest in and to the Picture, including but not limited to the underlying rights, related goods, accounts, contract rights, general intangibles, equipment, copyrights, trademarks, and any proceeds thereof or income therefrom. The foregoing shall include, to the extent Debtor has an interest therein, without limitation, the motion picture rights in the scenario, the screenplay or script, and all versions thereof by all authors, upon which the Picture are based, all of the properties thereof, tangible and intangible, whether now in existence or hereafter to be made or produced and whether or not in possession of Debtor, and any rights therein and thereto, of every kind and character, including, without limiting the foregoing language, each and all of the following particular rights and properties:
- (c) all scenarios, screenplays and/or scripts at every stage of the development of the Picture.

- (d) all common law and statutory copyright and other rights in all literary and other properties that form the basis of the Picture or which are or will be incorporated into the Picture, all component parts of the same Picture consisting of the literary properties and other properties, all motion picture rights in and to the story, all treatments of said story and other literary material, together with all preliminary and final screenplays (including the screenplay and all drafts prior thereto) used and to be used in connection with the Picture;
- (e) all motion picture rights in and to all music and musical compositions connected with the Picture, including, without limitation, all rights to record, re-record, produce, reproduce, or synchronize all of said music and musical compositions in and in connection with the Picture;
- (f) all exposed and/or delivered negative film, sound tracks, positive prints, cutouts and trims connected with the Picture, whether or not in completed form or in some state of completion;
- (g) all collateral, allied, subsidiary and merchandising rights appurtenant or related to the Picture now or hereafter owned or controlled by Debtor, including, without limitation, the following rights: literary properties, or the text or any part of the literary properties; all rights throughout the world to broadcast, transmit and/or reproduce by means of television (including, without limitation, free, commercially sponsored, sustaining, subscription, cable and pay television) or by any process analogous thereto, now known or hereafter devised, the Picture; all rights to produce primarily for television or similar use, by use of film or any other medium now known or hereafter devised, a motion picture or series of motion pictures based upon the Picture, the literary properties, or any part thereof, including, without limitation, any script, scenario or the like used in the Picture; all merchandising rights including, without limitation, all rights to use, exploit, and license others to use and exploit any commercial tie-ups of any kind arising out of or connected with the literary properties, the Picture, the title or titles of the Picture, the characters of the Picture or the literary properties, or the names or characteristics of such characters and including further, without limitation, any commercial exploitation in connection with or related to the Picture or the literary properties;
- (h) all statutory copyrights, domestic and foreign, obtained or to be obtained on the Picture, together with any and all copyrights obtained or to be obtained in connection with the Picture or any underlying or component elements of the Picture, including, without limitation, all copyrights on the property described in Sections (a) through (f) above of this definition, together with the right to register for copyright, and all rights to renew or extend such registration and the right to sue in the name of

Debtor or in Secured Party's name for past, present, or future infringements of copyrights;

- (i) all insurance policies connected with the Picture and all proceeds which may be derived therefrom;
- (j) all rights to distribute, sell, rent, license the exhibition of, and otherwise exploit and turn to account the Picture, the negatives, sound tracks, prints, and motion picture rights in and to the literary properties, and such music and musical compositions used or to be used in the Picture;
- (k) any and all sums, 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 distribution, exhibition, sale, or other uses or dispositions of the Picture or any part of the Picture, including, without limitation, all proceeds, profits, products, and increases, whether in money or otherwise, from the sale, rental, or licensing of the Picture and/or any of the elements of the Picture, including collateral, allied, subsidiary, and merchandising rights;
- (l) the dramatic, non-dramatic, stage, television, radio, and publishing rights, title and interests in and to the Picture, to the extent owned by Debtor, and the rights to register for copyrights and renewals of same therein;
- (m) the title of the Picture and all rights of Debtor to the use thereof, including, without limitation, rights protected pursuant to any trademark, service mark, or unfair competition law, and/or the rules and principles of law related to any other applicable statute, common law decision, or other rule or principle of law;
- (n) all contract rights and general intangibles which grant to any person any right to acquire, produce, develop, reacquire, finance, release, sell, distribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit the Picture or any rights in the Picture including, without limitation, all such rights pursuant to License Agreements, as defined herein below, concluded with distributors throughout the world, as defined herein below (the "Licensees") (but with respect to the License Agreements, only with respect to the Picture);
- (o) with respect to the Picture, all accounts and/or other rights to payment which Debtor presently owns or which may arise in favor of Debtor in the future, including, without limitation, any refund under a completion guarantee, all accounts and/or rights to payment due from exhibitors in connection with the distribution of the Picture, and any additional License

Agreements to be concluded hereinafter, and all accounts and/or rights to payment arising from exploitation of any and all of the collateral, allied, subsidiary, merchandising, and other rights in connection with the Picture;

- (p) any and all "general intangibles" (as that term is defined in the UCC) in connection with the Picture not elsewhere included in this definition, including, without limitation, any and all general intangibles consisting of any right to payment which may arise in the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favor of Debtor or Secured Party in connection with the Picture for services or other performances by any third parties, including actors, writers, directors, individual producers, and/or any and all other performing or non-performing parties or artists in any way connected with the Picture, any and all general intangible rights in favor of Debtor or Secured Party relating to licenses of sound or other equipment in connection with the Picture, and licenses for photographic or other processes, and any and all general intangibles related to the exhibition, distribution or exploitation of the Picture including general intangibles related to or which grow out of the exhibition of the Picture and the exploitation of any and all other rights in the Picture set out in this definition;
- (q) any and all goods including inventory (as that term is defined in the UCC) which may arise in connection with the creation, production, or delivery of the Picture and which goods, pursuant to any production or distribution agreement or otherwise, are owned by Debtor;
- (r) each and all of the rights, regardless of denomination, which arise in connection with the creation, production, completion of production, delivery, distribution, or other exploitation of the Picture, including, without limitation, any and all rights in favor of Debtor and/or Secured Party, the ownership or control of which are or may become necessary or desirable, in the opinion of Secured Party, in order to complete production of the Picture in the event that Secured Party exercise any rights they may have to take over and complete production of the Picture;
- (s) any and all documents issued by any pledgeholder or bailee with respect to the Picture or with respect to any negatives, sound tracks or prints (whether or not in completed form) connected therewith;
- (t) any and all rights of Debtor under contracts relating to the production of the Picture, including but not limited to any sales agency agreement and any License Agreements;
- (u) all Investment Property (as defined in the UCC);

- (v) all of Debtor's right, title and interest in and to the License Agreements, including, without limitation, the proceeds thereof and any additional License Agreements and the proceeds thereof;
- (w) all amounts advanced by Secured Party and deposited by Debtor or on behalf of Debtor in the Production Account, as defined herein below, or otherwise contributed toward the budget, together with all interest thereon (collectively, the "Cash Collateral"); and
- (x) all tax credits or other production incentives ("Tax Incentives") accruing, payable, or granted to Debtor provided that with respect to the Tax Incentives only the Secured Party shall have a second position security interest subordinate only to the Tax Incentives lender for the Picture.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment includes all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

"Loan Agreement" means the agreement which Debtor and Secured Party are parties to (as it may from time to time be amended, supplemented, modified, restated or amended and restated, pursuant to the terms of which, *inter alia*, Debtor has pledged the Collateral as security for the loan facility provided by Secured Party in connection with the Picture to be used to enable the Debtor to meet certain budgeted costs and expenses incurred or to be incurred in connection with the Picture.

"License Agreements" means agreements entered into by Debtor with Licensees, in a form approved by Secured Party, pursuant to which the Licensee has been granted, sold, conveyed, licensed, sub-licensed, leased, sub-leased, or otherwise transferred all or any part of those rights in the Picture, and any permitted amendments, modifications and supplements thereto.

"Licensees" means all parties to whom any distribution or other exhibition rights in the Picture have been granted, including those persons procured by Debtor (or any sales agents) pursuant to any License Agreements.

"Production Account" means the account(s) maintained by Debtor with respect to the Picture.

Any terms used but not defined in this Schedule "A" shall have the meanings given to such terms in the UCC.