CAPTIVE STATE | INTERROGATION | BALLS OF FIRE IN CHICAGO





9 DECEIVING FACES | GREAT BALLS OF FIRE CAST IN CHICAGO

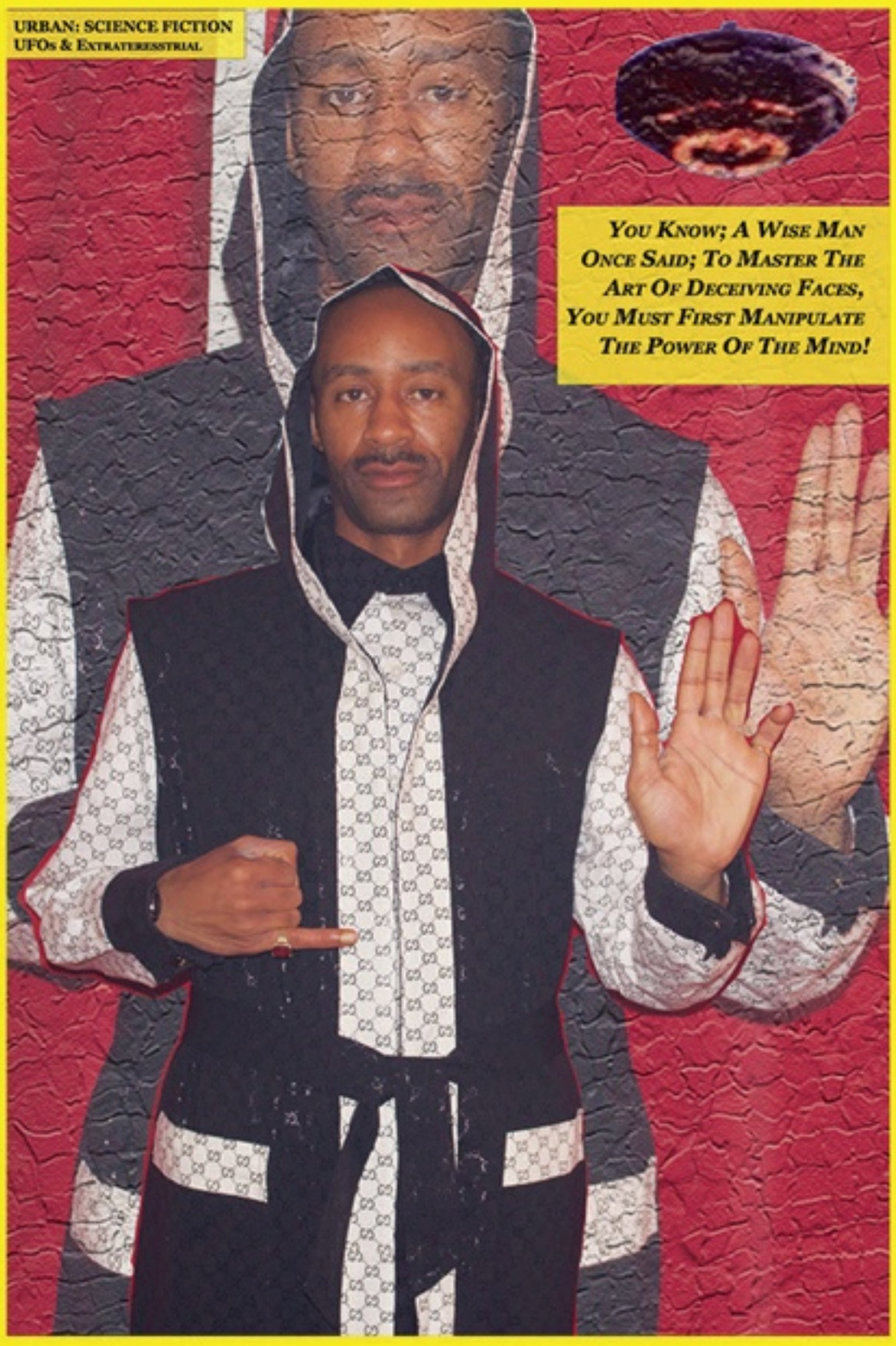









9 Deceiving Faces
The ChristOn M Larson Story
The InVaSion of B.R.A.Z.O.S Alien Force in Chicago. Who Is The Mysterious Enforcer, Larcenni
Sean Alemayehu Tewodros
9Ruby Prince of Abyssinia


URBAN: SCIENCE FICTION
UFOs & Extraterrestrial
You Know; A Wise Man Once Said; To Master The Art Of Deceiving Faces, You Must First Manipulate The Power Of The Mind!


Blu-ray Disc
BLU-RAY™ + DIGITAL
JOHN GOODMAN ASHTON SANDERS AND VERA FARMIGA
CAPTIVE STATE
THIS IS NO LONGER OUR PLANET
FOCUS FEATURES


TEN YEARS AGO.
THEY TOOK OUR PLANET.
CAPTIVE STATE
TODAY, WE TAKE IT BACK.
2019

9 DECEIVING FACES | OLMEC STTUES









CAPTIVE STATE | GIANT STATUES



CAPTIVE STATE | PHOENIX RISING



9 DECEIVING FACES | DA ILL-STATE ENFORCERS



LorenZo "Da Chaos" Larson
Da ILL-State Enforcers

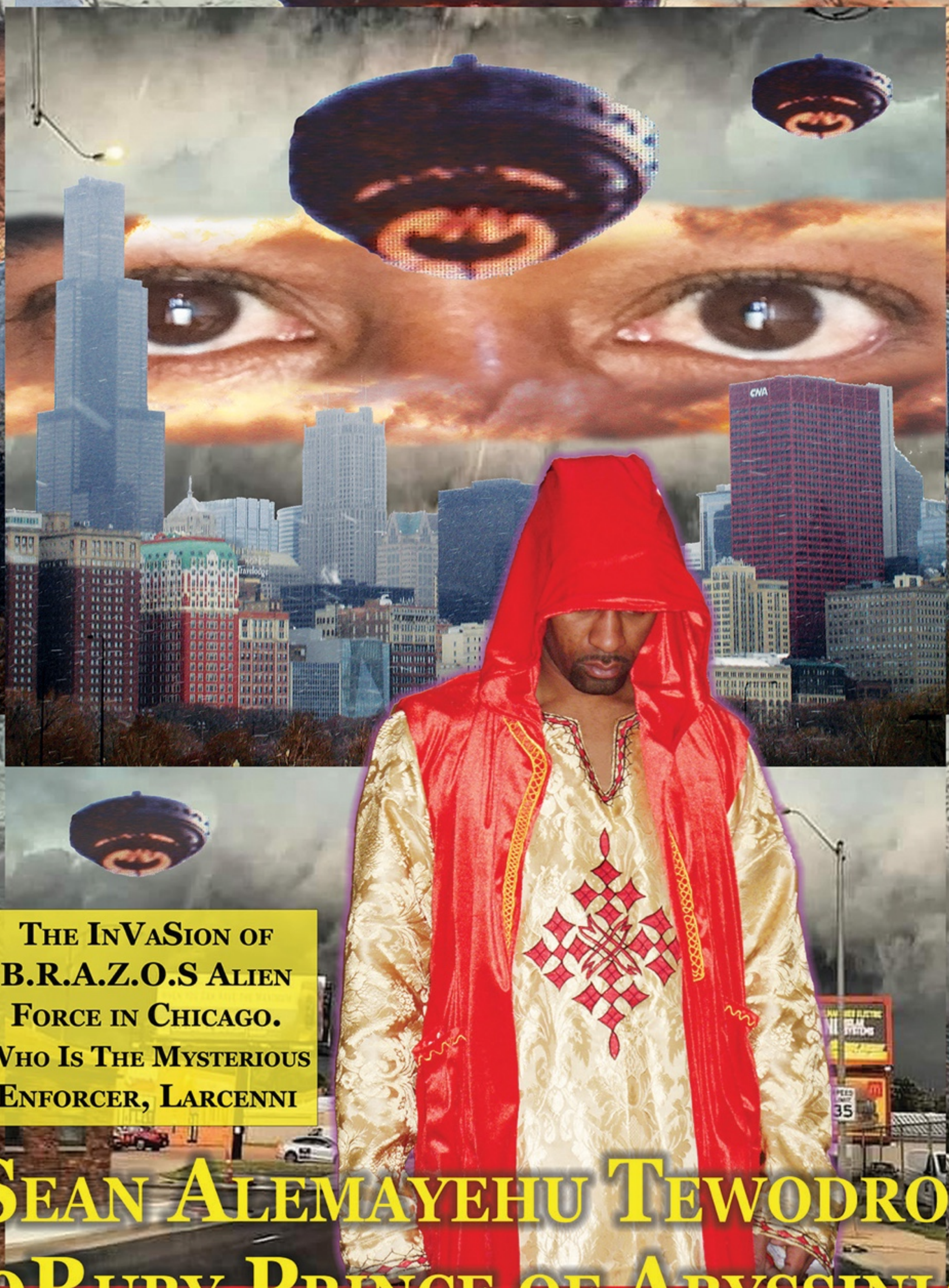


Jo Da Posey
Da ILL-State Enforcers

Andre Da Drego
Da ILL-State Enforcers

9Deceiving Faces

The ChristOn M Larson Story



The InVaSion of B.R.A.Z.O.S Alien Force in Chicago. Who Is The Mysterious Enforcer, Larcenni

Sean Alemayehu Tewodros

9Ruby Prince of Abyssinia

Blu-ray Disc

JOHN GOODMAN ASHTON SANDERS AND VERA FARMIGA

CAPTIVE STATE

ÉTAT CAPTIF



THIS IS NO LONGER OUR PLANET
L'HUMANITÉ DÉPOSSÉDÉE DE SA PLANÈTE

FOCUS

METROPOLITAN

PAR LE RÉALISATEUR DE
LA PLANÈTE DES SINGES : LES ORIGINES

DEPUIS 10 ANS,
ILS OCCUPENT NOTRE PLANÈTE.
AUJOURD'HUI, NOUS LA LIBÉRONS.

JOHN GOODMAN ASHTON SANDERS ET VERA FARMIGA

CAPTIVE STATE

« ENTRE INDEPENDENCE DAY ET DISTRICT 9. »

« UN THRILLER FUTURISTE SPECTACULAIRE. »

« UN FILM AMBITIEUX ET VISUELLEMENT RÉUSSI. »

« UNE PERLE DE LA S.F. ADULTE. »

Les extraterrestres ont envahi la Terre. Occupée, Chicago est divisée entre [illegible] qui ont juré allégeance à l'envahisseur et les rebelles qui les combattent dans la clandestinité depuis dix ans.



« LES MORCEAUX DE BRAVOURE S'ACCUMULENT ET LE SUSPENSE EST À SON COMBLE. CAPTIVE STATE CAPTIVE ET RESTE LONGTEMPS EN TÊTE. »

« QUEL FILM ! »

« UN THRILLER POLITIQUE FANTASTIQUE AMBITIEUX. VIVEMENT LA SUITE. »

« NERVEUX ET OPPRESSANT. » ★★★★

Français - Anglais	Sous-titres Sourds et malentendants
2.39 : 1 Format respecté 16/9 compatible 4/3	Français 5.1 - Anglais 5.1 Audiodescription

DVD 9 - Durée du film : 107 mn — www.metrofilms.com — TOUS PUBLICS

RÉSERVÉ À LA VENTE SUR LES TERRITOIRES FRANCOPHONES À L'EXCEPTION DE LA BELGIQUE

3 512392 121302

Editeur METROPOLITAN FILMEXPORT EDV 518 - Distributeur SEVEN SEPT DIV 713

DAL REGISTA DE
L'ALBA DEL PIANETA DELLE SCIMMIE

IL VINCITORE DEL GOLDEN GLOBE
JOHN GOODMAN
LA RIVELAZIONE DI "MOONLIGHT"
ASHTON SANDERS
e
LA CANDIDATA ALL'OSCAR
VERA FARMIGA

CAPTIVE STATE

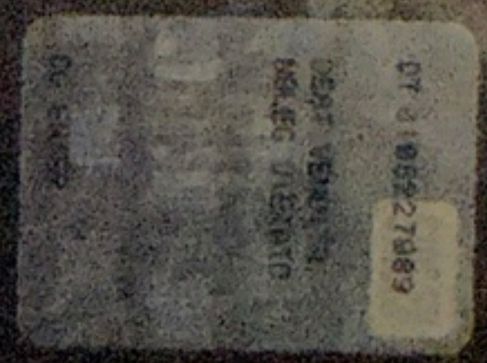
ADLER

DIECI ANNI FA HANNO INVASO LA TERRA
OGGI RICONQUISTEREMO IL NOSTRO PIANETA

Dieci anni dopo un'invasione extra terrestre, il mondo è governato dagli alieni. Gli umani si dividono in due fazioni, coloro che accettano il nuovo governo e coloro che invece si oppongono dando vita alla Ribellione.

★★★★★ Quotidiano.net ★★★★ Comingsoon.it ★★★ MYmovies.it ★★★ Cinematografo.it
★★★★ Reel Reviews ★★★ The Guardian ★★★ Chicago Sun-Times





FILM PER TUTTI

8 057092 028674

กำเนิดพิภพวานร

RISE OF THE PLANET OF THE APES

อย่าปล่อยให้พวกมัน
บัญชาโลกของเรา

เจมส์ ฟรังโก แอชลีย์ แชนเดอร์ส และ เวร่า ฟาร์มิกา

PTIVE STATE

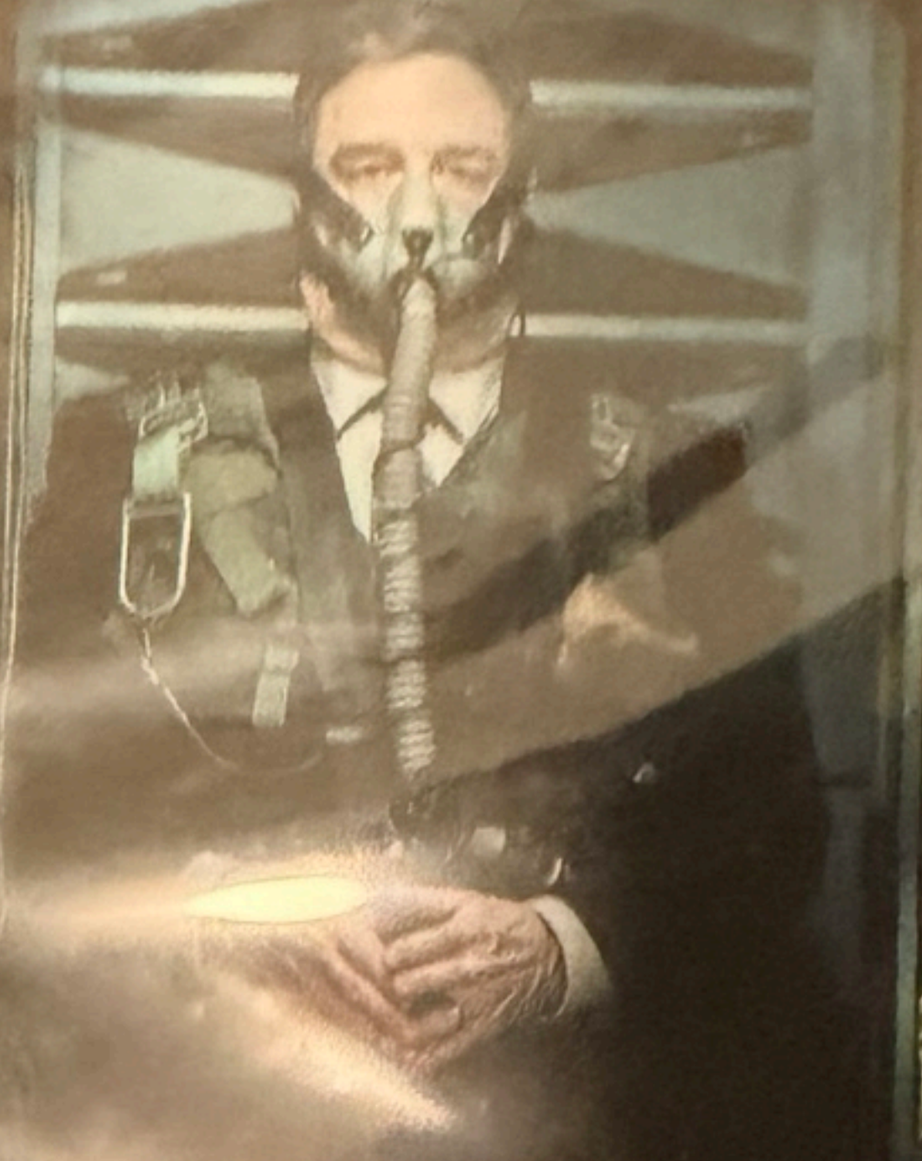
สงครามปฏิวัติทางโลก

DVD

"AN AUDACIOUS AND SUSPENSFUL THRILLER"

- Variety

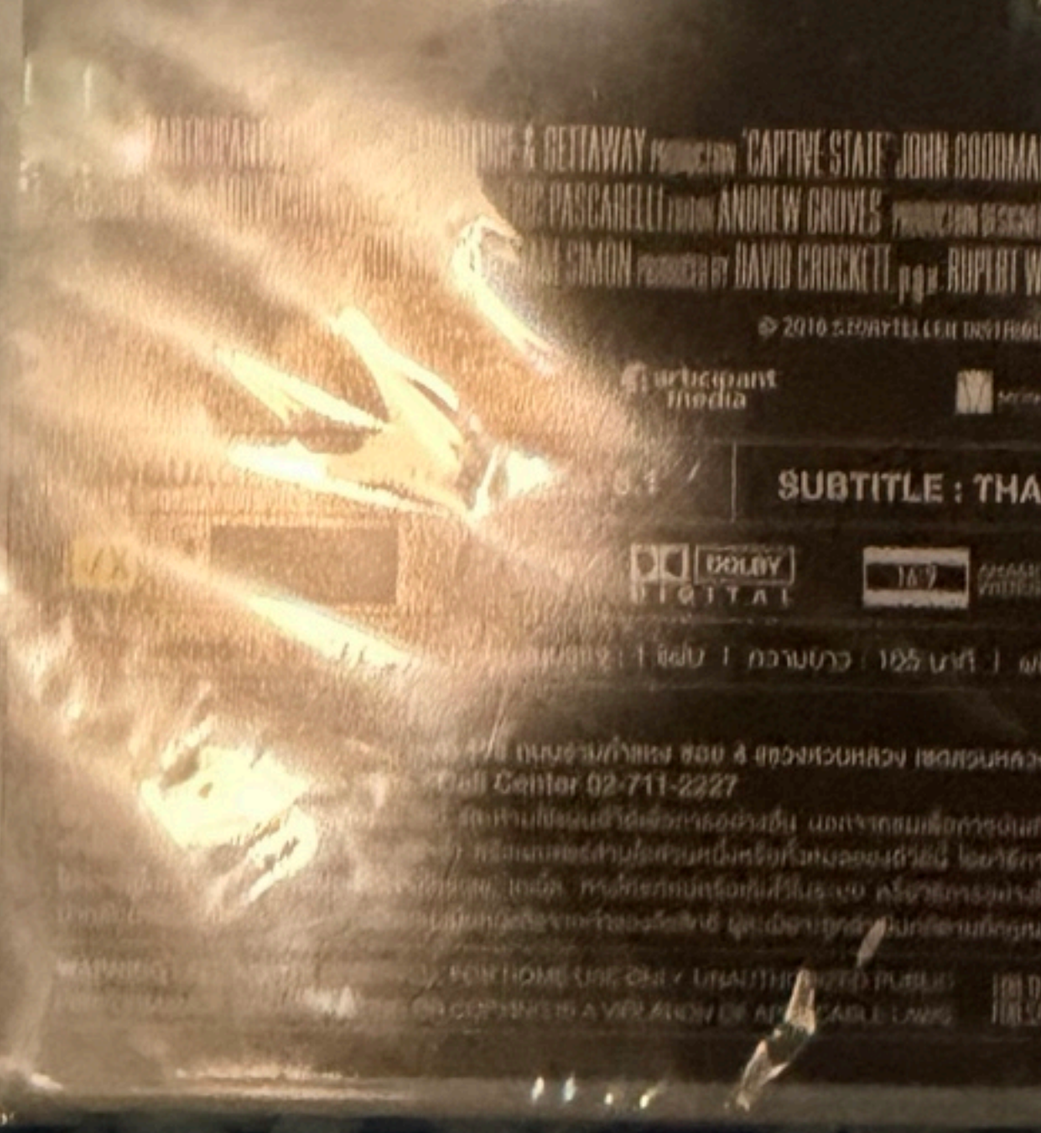
A DECADE since an extraterrestrial force force has occupied our planet, deceiving humanity with Officer William Mulligan (John Goodman, *10 Cloverfield Lane*) is tasked with maintaining law and order in a city on the brink of rebellion. Gabriel (Ashton Sanders, *Moonlight*), the young brother of a fallen militant andthe son of Mulligan's ex-partner, is faced with the crucial choice: Collaborate... or fight back. Also starring Vera Farmiga (TV's *Bates Motel*), *Captive State* is unlike any future world ever imagined.







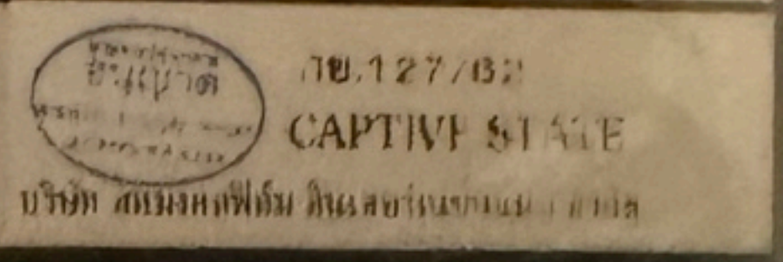




SUBTITLE : THAI

259 BAHT





JOHN GOODMAN ASHTON SANDERS AND VERA FARMIGA

CAPTIVE STATE





THIS IS NO LONGER OUR PLANET

FOCUS FEATURES

"AN AUDACIOUS AND SUSPENSFUL THRILLER"

- Variety

A DECADE since an extraterrestrial force has occupied our planet, deceiving humanity with the promise of peace and unity, Chicago Police Officer William Mulligan (John Goodman, *10 Cloverfield Lane*) is tasked with maintaining law and order in a city on the brink of rebellion. Gabriel (Ashton Sanders, *Moonlight*), the young brother of a fallen militant and the son of Mulligan's ex-partner, is faced with the crucial choice: Collaborate... or fight back. Also starring Vera Farmiga (TV's *Bates Motel*), *Captive State* is unlike any future world ever imagined.



1 91329 05089 7

BONUS FEATURES†

- Igniting a War
- Building the World of *Captive State*
- Feature Commentary with Director/ Producer/Co-Writer **Rupert Wyatt** and Producer **David Crockett**



HOUSE A GETTAWAY "CAPTIVE STATE" JOHN GOODMAN ASHTON SANDERS JONATHAN MAJORS
ABBY O'SULLIVAN ERIC PASCARELLI ANDREW GOOVES
SKOLL JONATHAN KING ROB SCHMIDT ADAM SIMON DAVID CROCKETT RUPERT WYATT
ERICA BEENEY & RUPERT WYATT RUPERT WYATT

English DVS 2.0 Subtitles: English SDH, Français, Español Audiodescription: Widescreen 2.39:1 1.78

PG-13

UPHE.com

DVD

TO CLOSE, INSERT TAB HERE



COPY OF RECORDATION

RECORDED IN VOLUME: 9942

DOC. NO: 970

ON: February 01, 2017

TO CLOSE, INSERT TAB HERE

Certificate of Recordation

This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Acting United States Register of Copyrights and Director

February 01, 2017

Date Of Recordation

9942	970
Volume	Doc. No.

Amblin Partners
Attention: Kelly Choo
100 Universal City Plaza
Bldg. 4115
Universal City, CA 91608
United States

SR1-450825140 8

Copyright Office fees are subject to change
For current fees check the Copyright Office website at
www.copyright.gov, write to the Copyright Office,
or call (202) 707-3000.

Document Cover Sheet
UNITED STATES COPYRIGHT OFFICE

For Recordation of Documents

Volume _____ Document _____

Volume _____ Document _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE · SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights. *Please record the accompanying original document or properly certified copy thereof.*

1 First party name given in the document: Participant Media, LLC
(IMPORTANT: *Please read instruction for this and other spaces.*)

2 First title given in the document: Captive State

3 Total number of titles in the document: 1

4 Amount of fee calculated: $105

5 Fee enclosed
☐ Check ☐ Money order
☑ Fee authorized to be charged to Copyright Office deposit account

Deposit account number: 96897

Deposit account name: Storyteller Development Co., LLC

6 Completeness of document
☑ Document is complete by its own terms ☐ Document is not complete. Record "as is."

IMPORTANT NOTE: *A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation, (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.*

7 Certification of Photocopied Document
Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.
NOTE: *This space* may not *be used for documents that require an official certification.*

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature _____ Date _____

Duly authorized agent of _____

8 Return to

Name: Kelly Choo

Number/street: 100 Universal City Plaza Apt/suite: Bldg. 4115

City: Universal City State: CA Zip: 91608

Phone number: [redacted] Fax number: [redacted]

Email: [redacted]

LC COPYRIGHT
0 048 916 005 5

SEND TO: *Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, W*
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form, (2) payment from a deposit account or by check *Copyrights*; and (3) your document.

of

U.S. Government Printing Office: 2007-330-945/60,* *

FORM DCS REV: 09/2007 PRINT: 09/2007—* 000 Printed on recycled paper

EXHIBIT "B" SHORT FORM QUITCLAIM

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Participant Media, LLC and My Leafs, LLC ("PM"), hereby quitclaim to Storyteller Development Co., LLC ("Buyer") all of the right, title and interest of PM in that certain motion picture project presently entitled "Captive State."

This Quitclaim is executed in accordance with and is subject to the provisions of that certain Quitclaim Agreement dated as of January 17, 2017, between PM and Buyer.

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim on January 17, 2017.

PARTICIPANT MEDIA, LLC

By: _____

Its: General Counsel + EVP

MY LEAFS, LLC

By: _____

Its: Authorized Signatory

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On January 26, 2017 before me, Matthew J. Randall, Notary Public
(insert name and title of the officer)

personally appeared Gabriel Brakin,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (Seal)

NCC1 MATTHEW J. RANDALL NCC1
Commission No. 2128713
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires OCTOBER 2, 2019

COPY OF RECORDATION

RECORDED IN VOLUME: 9969

DOC. NO: 853

ON: February 22, 2019

COPY OF RECORDATION

RECORDED IN VOLUME: 9969

DOC. NO: 853

ON: February 22, 2019

0 049 646 746 2

Certificate of Recordation

This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Acting United States Register of Copyrights and Director

February 22, 2019

Date of Recordation

9969	853
Volume	Doc. No.

Universal City Studios, LLC
Attention: Carly Seabrook
100 Universal City Studios
Suite 1440/ 18/ 1809
Universal City, CA 91608
United States

Form DCS (Document Cover Sheet)

For Recordation of Documents under 17 U.S.C. §205

UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections 205 and 705 of title 17 of the *United States Code* authorize the Copyright Office to collect the personally identifying information (PII) requested on this form. PII is any personal information that can be used to identify, contact, or trace an individual, such as names, addresses, and telephone numbers. By providing this information, you are agreeing to the routine use of it to establish and maintain a public record, which includes appearing in the Office's paper and online public records and indexes, including the Office's online catalog, and in search reports prepared for the public. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Electronic Title List Enclosed ☐

Declaration of Ownership in a Musical Work (DOMW) ☐

If DOMW is checked, an electronic title list must be enclosed and "Electronic Title List Enclosed" must also be checked.

DO NOT WRITE IN THIS BOX

Volume _____ *Document* _____

SR# 1-7613626761

Date of recordation M _____ D FEB 22 2019 Y _____

(ASSIGNED BY THE COPYRIGHT OFFICE)

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at *www.copyright.gov*, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).

Send to: *Library of Congress, Copyright Office–DOC, LM 433, 101 Independence Avenue SE, Washington, DC 20559-6000*
If submitting a DOMW, send to: Copyright Office–DOMW, P.O. Box 71537, Washington, DC 20024-1537

To the Register of Copyrights: *Please record the accompanying document.*

IMPORTANT: *Please read all instructions for completing this form. If you have enclosed an electronic title list or if your document is a Declaration of Ownership in a Musical Work (DOMW), check the appropriate box(es) on the top of this page.*

1 Title of first work provided in document: Captive State

2 Total number of titles in document: 1

3 Page number(s) in document where titles information can be located: 1

4 Amount of fee calculated: $ 105.00 *(Fees are to be calculated in accordance with 37 C.F.R. § 201.3(c))*

5 Fee enclosed

☐ Check ☐ Money Order

☒ Fee authorized to be charged to Copyright Office deposit account

Deposit account number: DA 014982

Deposit account name: Universal City Studios LLP

6 Return receipt requested

☐ If checked, please enclose a second completed copy of this form and a self-addressed postage-paid envelope

7 Redacted document

☐ Check if document is redacted

☐ Check if a written justification for redacted material not enumerated in 37 C.F.R. § 201.4(d)(4)(i) is enclosed

8 English translation

☐ Check if an English translation of non-English material is enclosed

LC COPYRIGHT
0 049 646 746 2

FIRST CLASS

9 Document type

(Check the one that best describes the document.)

☐ Assignment ☐ Exclusive License ☐ Non-Exclusive License
☐ Change of Address ☒ Mortgage or Security Agreement
☐ Affidavit/Declaration/Certification ☐ Court Order ☐ Will
☐ Change of Name (*e.g.*, via merger agreement, amendment to articles of incorporation)
☐ Other _____

10 Document's Date of Execution

2/28/2017

11 Party Information

(Provide the names of all parties to the document and the nature of their respective relationships to the document, including which party, if any, is the current copyright owner of the works to which the document pertains. A mailing address must also be provided if submitting a DOMW and may be voluntarily provided for all other documents. If more space is needed, attach an additional sheet.)

Name: Storyteller Distribution Co., LLC and Storyteller Development Co., LLC
Relationship: Debtor
Number/Street: _____ Apt/Suite: _____
City: _____ State: _____ Zip: _____

Name: Focus Features LLC
Relationship: Secured Party
Number/Street: _____ Apt/Suite: _____
City: _____ State: _____ Zip: _____

☐ List continued on an attached additional sheet

12 Remitter Information and Certifications

(You, the individual actually submitting this form and the attached document to the Copyright Office, provide your contact information and make the required remitter certifications by signing your name. The Office may use this information to contact you about the submission and will send the certificate of recordation to the provided address if the document is successfully recorded.)

I certify under penalty of perjury under the laws of the United States of America that I have been given appropriate authority to submit this cover sheet, accompanying document, and any other enclosed materials to the U.S. Copyright Office for recordation, and all information I have submitted is true, accurate, and complete to the best of my knowledge.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature: Carly Seabrook Date: 2/20/2019

Name: Carly Seabrook

Title/Organization: Director, Copyright, Universal City Studios LLC

Number/Street: 100 Universal City Studios Apt/Suite: 1440 / 18 / 1809

City: Universal City State: CA Zip: 91608

Phone number: [redacted] Fax number: _____

Email: [redacted]

If you are not a party to the document, describe your relationship to the document or the original parties to the document (*e.g.*, duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).

Duly authorized agent of Focus Features LLC

13 Document Certifications

(These certifications can be made either by the remitter identified on the previous page or another individual.)

☒ Original document enclosed ☐ Official certification enclosed

I certify under penalty of perjury under the laws of the United States of America that the following is true and correct: *(Check the box next to each certification being made. The first is always required. The second is required if an original document or official certification is not enclosed. If a different individual is making each one, complete and attach an additional copy of this page.)*

☒ ***The accompanying document being submitted to the U.S. Copyright Office for recordation satisfies the signature, completeness, legibility, and, if redacted, redaction requirements for recordation as specified in 37 C.F.R. § 201.4.***

☐ ***The accompanying document being submitted to the U.S. Copyright Office for recordation is, to the best of my knowledge, a true and correct copy of the original, signed document.***

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature _____ Date 2/20/2019

Certifier Information

(This information is only required if an individual other than the remitter identified on the previous page is making the above certifications.)

Name Carly Seabrook

Title/Organization Director, Copyright / Universal City Studios LLC

If the certifier is not a party to the document, describe the certifier's relationship to the document or the original parties to the document (*e.g.*, duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).

Duly authorized agent of Focus Features LLC

FIRST CLASS

COPYRIGHT MORTGAGE AND POWER OF ATTORNEY
"CAPTIVE STATE"

As of February 28, 2017

KNOW ALL PERSONS BY THESE PRESENTS that for good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, Storyteller Distribution Co., LLC and Storyteller Development Co., LLC (each, a "Debtor" and, collectively, "Debtors"), does hereby mortgage, pledge, hypothecate, assign, grant, convey and transfer for security to Focus Features LLC ("Secured Party") and its successors and assigns, all of such Debtor's right, title and interest (but none of such Debtor's obligations) in and to the collateral set forth on Exhibit A attached hereto, which collateral includes, solely to the extent set forth on Exhibit A, all copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, heretofore or hereafter obtained in and to the underlying screenplay presently entitled "Captive State" written by ~~Gregory Burke~~* (the "Work"), and in and to the copyrights and rights based upon, incorporated in, derived from, incorporating or relating to the Work, including without limitation, the motion picture currently entitled "Captive State" (the "Subject Picture") (and all literary and musical material upon which the Subject Picture is based or incorporated therein, but in any event not including any prequel, sequel or other derivative rights with respect to the Subject Picture) and the collateral related thereto and/or derived therefrom set forth in Exhibit A attached hereto. CSF

The Debtors and Secured Party have entered into a Copyright Mortgage and Security Agreement dated as of the date hereof, relating to the mortgage and assignment for security in and to the aforesaid rights (as it may be amended, modified, supplemented, renewed or replaced, the "Security Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement) and this mortgage and assignment is expressly made subject to the terms and conditions contained in the Security Agreement. Each Debtor has executed this Copyright Mortgage and Power of Attorney in order to secure the Secured Rights.

Each Debtor agrees that if any person, firm or corporation shall do or perform any acts which Secured Party believes to constitute a copyright infringement of the Subject Picture, or constitute a plagiarism, or violate or infringe any rights of Secured Party therein or if any person, firm or corporation shall do or perform any acts which Secured Party believes to constitute an unauthorized or unlawful distribution, exhibition, or use thereof, then and in any such event, Secured Party may and shall have the right to take such steps and institute such suits or proceedings as Secured Party may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Secured Party may take such steps or institute such suits or proceedings in its own name or in the names of the parties jointly.

Each Debtor hereby irrevocably constitutes and appoints Secured Party its lawful attorney-in-fact to do all acts and things permitted or contemplated by the terms hereof and pursuant to the Security Agreement. This Copyright Mortgage and Power of Attorney is coupled with an interest and includes, without limitation, the right to authorize, execute and deliver all

* Rupert Wyatt and Erica Beeney CSF

8g or more per serving
Whole
EAT 48g OR MORE OF WHOLE GRAIN DAILY

agreements, assignments, conveyances, documents, instruments, letters, certificates and licenses which Secured Party believes necessary to carry out the purposes of this Copyright Mortgage and Power of Attorney or the Security Agreement or defend any rights granted hereunder or thereunder.

This Copyright Mortgage and Power of Attorney shall (i) terminate upon the payment and performance in full of the Secured Rights (or, if earlier, upon the expiration or earlier termination of the Distribution Term for the Subject Picture) and Secured Party shall execute and deliver to the Debtors such documents and instruments as shall be reasonably requested in writing by the Debtors to evidence such termination, such execution and delivery to occur reasonably promptly following Secured Party's receipt of such request, and (ii) automatically terminate without further action by any Debtor or Secured Party upon any Debtor's failure to effect Delivery of, or upon abandonment of, the Subject Picture and Secured Party's receipt in full of the reimbursement amount in connection with the Subject Picture in accordance with Section 6(g) of the Distribution Agreement. Notwithstanding any such termination, Secured Party hereby reserves and shall not be deemed to have waived any other rights or remedies as against such Debtor under the Distribution Agreement.

This Copyright Mortgage and Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to the conflicts of law principles thereof.

[SIGNATURE PAGE TO FOLLOW]

8g or more per serving
EAT 48g OR MORE OF WHOLE GRAIN DAILY

Executed as of the date first written above.

STORYTELLER DISTRIBUTION CO., LLC

By: _____

Name: Chris Floyd
Its: COO & General Counsel

STORYTELLER DEVELOPMENT CO., LLC

By: _____

Name: Chris Floyd
Its: COO & General Counsel

EXHIBIT A

DESCRIPTION OF COLLATERAL

Collateral shall mean all of each Debtor's right, title and interest of every kind and nature (but none of such Debtor's obligations) in and to the items listed in Paragraphs (i) - (vii) below associated with or relating to the Subject Picture ("Collateral"), whether now owned or hereafter acquired by any Debtor, for the purpose of securing (x) Secured Party's continuing right to exercise the Distribution Rights granted to it pursuant to the Distribution Agreement, (y) Secured Party's right to receive and/or retain the Distribution Fee and other payments to which it is entitled pursuant to the Distribution Agreement, and (z) Secured Party's right to recoup its Distribution Expenses in accordance with the terms of the Distribution Agreement, in each case, with respect to the Subject Picture (clauses (x) through (z) above, collectively, the "Secured Rights").

(i) Distribution Rights: All Distribution Rights in and to the Subject Picture;

(ii) Copyrights: All common law and statutory domestic copyrights, rights and interests in copyrights and renewals and extensions of copyrights in or relating to the Subject Picture (and, for purposes of clarity, not any prequel, sequel or other derivative rights with respect to the Subject Picture), including all rights derived pursuant to security agreements or mortgages of copyright with any person or entity with respect to the Subject Picture, in each case solely to the extent necessary to permit Secured Party fully to exploit the Distribution Rights pursuant to the Distribution Agreement;

(iii) Physical Properties/Film Materials: All tangible personal property and physical properties of every kind or nature whatsoever of or directly relating to the Subject Picture (including, without limitation, all exposed film, positives, negatives, prints, answer prints, trailers, soundtracks, music and effects tracks, video masters, video and audio recordings and all versions thereof, all written materials, sets, props, wardrobes, tape materials, sound records and trims and all copies thereof) and all of each Debtor's rights of access to the foregoing, in each case solely to the extent necessary to permit Secured Party fully to exploit the Distribution Rights pursuant to the Distribution Agreement;

(iv) Underlying Properties: All literary, dramatic, musical and other material created for the Subject Picture or upon which the Subject Picture is based or to be based, in whole or in part, or which are used in connection with the Subject Picture (including, without limitation, the screenplays and the underlying material on which the screenplays are based) and all common law and statutory domestic copyrights, and rights and interests in copyrights and renewals and extensions of copyrights in and to said literary, dramatic, musical and other written material, in each case solely to the extent necessary to permit Secured Party fully to exploit the Distribution Rights pursuant to the Distribution Agreement;

(v) Contract Rights: All rights in all agreements and understandings (whether or not evidenced in writing) with third parties relating to the Subject Picture or to any of the elements thereto, and any rights derived therefrom or related thereto, including all rights derived under contracts with writers, performers and others, including all rights derived pursuant to security agreements and mortgages of copyright with any person or entity with respect to the Subject Picture, in each case solely to the extent necessary to permit Secured Party fully to exploit the Distribution Rights pursuant to the Distribution Agreement;

(vi) Other Items: All rights in and to those certain accounts, inventories and general intangibles with respect to the Subject Picture, and all money and claims for money derived from or arising out of such rights (and in any bank account of Secured Party into which such monies have been or are deposited), and all other items deemed Inventory, Equipment, Accounts, Instruments, Chattel Paper, Deposit Accounts, Letter-of-credit Rights, Investment Property, or General Intangibles (as defined under the California Uniform Commercial Code or other applicable law), in each case solely to the extent necessary to permit Secured Party fully to exploit the Distribution Rights pursuant to the Distribution Agreement; provided that Secured Party agrees on a non-precedential basis that, prior to the Delivery of the Subject Picture, this Copyright Mortgage and Power of Attorney shall not create a security interest or other lien (other than a protective lien) on any items described in this clause (vi); and

(vii) Proceeds: All proceeds and products of the items referred to in Paragraphs (i) through (vi) above.

Each Debtor and Secured Party acknowledge and agree that no Reserved Rights actually retained by any Debtor with respect to the Subject Picture are necessary to permit Secured Party fully to exploit the Distribution Rights pursuant to the Distribution Agreement and, therefore, neither such Reserved Rights nor any assets of the type described in Paragraphs (ii) through (v) above that are necessary for the exploitation of such Reserved Rights (and, for purposes of clarity, not also necessary to permit Secured Party fully to exploit the Distribution Rights pursuant to the Distribution Agreement) nor any proceeds or products of any such Reserved Rights or such assets shall be Collateral for purposes of securing the Secured Rights. In addition, for purposes of clarity, the "Collateral" shall not include any Tax Incentive Receivable (as such term is defined in the Credit, Security, Guaranty and Pledge Agreement dated as of December 16, 2015, among Storyteller Financial Services Co., LLC, Storyteller Holding Co., LLC, the guarantors referred to therein, the lenders referred to therein and JPMorgan Chase Bank, N.A., as administrative agent and issuing bank) or any proceeds or products therefrom.

February 20, 2019

Library of Congress
U.S. Copyright Office-DOC
101 Independence Avenue SE
Washington, DC 20559-6000

To The Document Recordation Section:

A correction has been made to the attached Recorded Document regarding the title "Captive State". A hand written correction has been made to page 1 of the original document that was submitted, not to the copy of the recorded document.

The correction has been initialed by the original signature as well. I've attached a NEW DCS to the document to be recorded again with this correction.

Please let me know if you have any questions.

Thank you,

Carly Seabrook | NBCUniversal
Director Copyright Administration | IP ANALYSIS & INSIGHTS
100 Universal City Plaza. Building 1440. 18th Floor | Universal City. California 91608
carly seabrook@nbcuni com | T 818-777-2560

FK

FP: 08T68-01 (Rights)
KB 10/18

V9969 D853 P7

Certificate of Recordation

This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Acting United States Register of Copyrights and Director

April 17, 2017

Date Of Recordation

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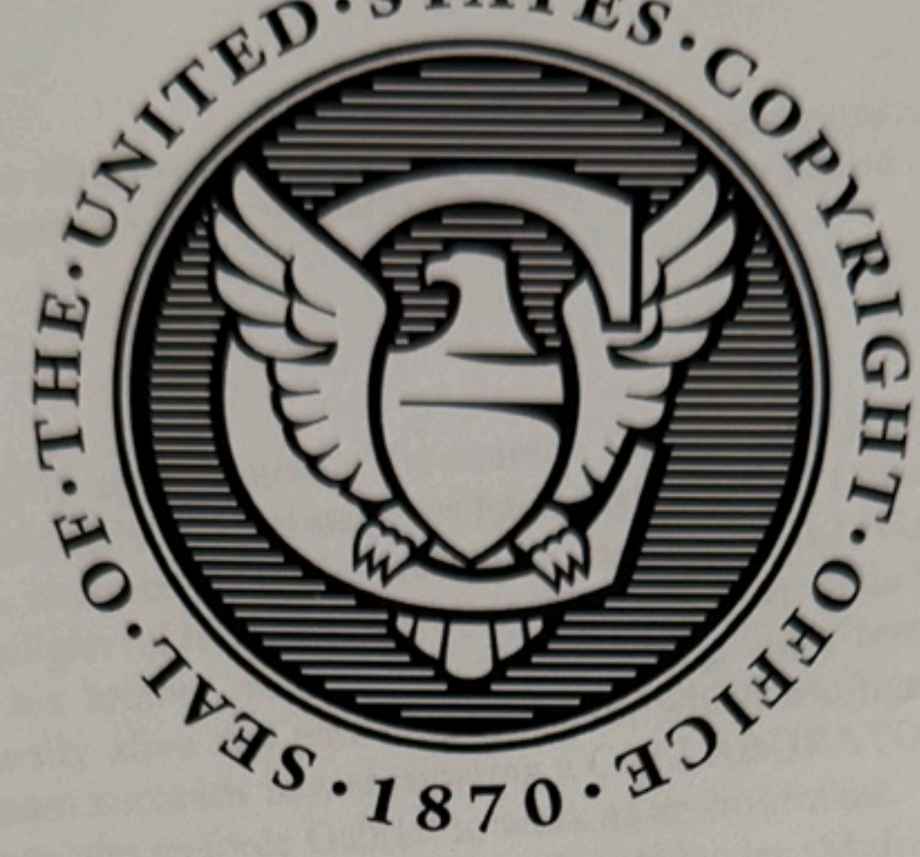
RECORDS RESEARCH & CERTIFICATION

Name: Sean Alemayehu Tewodros Linzy
Address: 6129 Leesburg Pike, Apt 905
Falls Church, VA 22041

Phone: 202-302-0925

Completed Date: 1/13/2022
Service Request No.: 1-10925974249 (TCLA)
Registration No.: PA 2-183-296
Title:
Other:

Service	Unit Price	Quantity	Fee	Amount Paid
Estimate				
Estimate for retrieval *(to be credited toward request)*	$200.00		$ 0.00	
Retrieval Services				
Physical deposit	$200.00 per hour *(1 hour min.)* or per 6		$ 0.00	
Electronic deposit	$200.00 per hour (*half hour min.*)	1	$ 100.00	$ 100.00
Each additional 15 minutes	$50.00		$ 0.00	
Electronic application	$200.00 per hour (*half hour min.*)		$ 0.00	
Each additional 15 minutes	$50.00		$ 0.00	
Physical correspondence	$200.00 per 6		$ 0.00	
Electronic correspondence	$200.00 per hour (*half hour min.*)		$ 0.00	
Each additional 15 minutes	$50.00		$ 0.00	
Retrieval for inspection of correspondence (physical)	$200.00		$ 0.00	
Retrieval for inspection of correspondence (e-file)	$200.00 per hour (*half hour min.*)		$ 0.00	
Retrieval for inspection of deposit (physical)	$200.00		$ 0.00	
Retrieval for inspection of deposit (e-file)	$200.00 per hour (*half hour min.*)		$ 0.00	
Copy Services				
Additional certificate	$55.00		$ 0.00	
Copy of Registration	$12.00		$ 0.00	
Copy of Recordation	$12.00		$ 0.00	
Copy of Application	$12.00		$ 0.00	
Copy of Correspondence	$12.00		$ 0.00	
Copy of Deposit- Black and White or Color	$12.00	1	$ 12.00	$ 12.00
Copy of Deposit- CD/DVD, Audio Cassette, Flash Drive, VHS	$12.00		$ 0.00	
Additional Services				
Litigation statement	$100.00 per statement	1	$ 100.00	$ 100.00
Certification	$200.00		$ 0.00	
Double certified certificates	$255.00		$ 0.00	
Expedited service	$500.00 per hour		$ 0.00	
Overnight shipping (FedEx)	$45.00		$ 0.00	
Fax	up to 7 pages *($7 min.)*		$ 0.00	
Each additional page	$1.00 per page		$ 0.00	
Public photocopying	$0.25 per page		$ 0.00	
Outside Service (DUPL/MBRS)	$		$ 0.00	$ 0.00
Search Services				
Search estimate	$200.00		$ 0.00	
Litigation search	$200.00 per hour		$ 0.00	
Inspection search	$200.00 per hour		$ 0.00	
Search report	$400.00 first 2 hours *(2 hour min.)*		$ 0.00	
Each additional hour	$200.00		$ 0.00	
Other Services				
	$		$ 0.00	
		Total Fee	$ 212.00	
		Total Amount Paid		$ 212.00
		Refund		$ 0.00



COPY OF DEPOSIT

PA 2-183-296

SR 1-7540138311

NOTE: Deposits submitted electronically bear no identifying marks.

Logline:

Against the backdrop of an alien occupation, a Chicago cop is caught between his official duty as a collaborator and his obligations to his ex-partner's sons, who have joined the radical resistance.

Brief Synopsis:

As the alien LEGISLATORS seize control of the country, Chicago cop JOHN tries to flee with his family, only to die alongside his wife. Nine years later, their younger (now adult) son GABRIEL ekes out a life selling contraband while John's ex-partner MULLIGAN keeps an eye on him. Gabriel detests Mulligan for his role in enabling the occupation while Mulligan worries about Gabriel ending up like his brother, RAFE, who died carrying out a terrorist strike against the aliens. But Rafe is actually alive and part of a new plot, which Mulligan's superiors refuse to believe exists. Rafe's team succeeds in assassinating a COLLABORATOR, but Mulligan is able to capture Rafe and to use him to force Gabriel to work as an informant. As a result, Mulligan is able to wipe out the entire resistance network, including its leader (Mulligan's clandestine lover, JANE DOE). But in the end, it seems that Mulligan has been working all along to put himself in a position to strike directly at the Legislators on behalf of the resistance.

Synopsis:

ACT 1:

As an alien force locks down Chicago, cop JOHN abandons his post and his partner MULLIGAN in an attempt to evacuate his own family, but John and his wife FLORA are ultimately gunned down, leaving teen RAFE and his younger brother GABRIEL as orphans. Just before the alien "LEGISLATORS" complete their takeover and cut off all communications, one last message from the "Free American Network" is sent out, promising that the resistance will rise again "like the Phoenix". Nine years later, RITTENHOUSE meets with ELLISON to plan a clandestine resistance operation. They hope to target the tower that houses the device the Legislators use to jam transmissions, keeping Chicago isolated from the rest of the country. Their mission is to "deliver the Phoenix"...and not to question their mysterious leader. Ellison passes their instructions on to a HOODED MAN, who is told to link up with BARBOSA for his necessary gear. Meanwhile, an adult Gabriel lives with his girlfriend RULA and ekes out a meager living by selling digital contraband -- like vintage music files -- on the black market with his shady pal JURGIS. Gabriel smuggles the data chips out of the factory where he works, but today, he's hassled en route by "ELROYS" -- human cops that enforce the Legislator occupation. He's targeted because his late brother Rafe died in an heroic, but ultimately futile, attempt to destroy the signal tower, and has become a martyr for the resistance's cause. Gabriel is forced to take a shortcut through the subway tunnels...an area infested with alien DRONES. Mulligan is still a cop. In fact, he heads up the Special Branch tasked with ferreting out the resistance, although his wife KATHY thinks his obsession with the case is preventing them from enjoying a cushy retirement. Mulligan notices a classified ad that he suspects is a coded message for resistance operatives. At work, Gabriel is passed some secret coded information by CARRIE, scrawled on

the paper he uses to roll a cigarette. He's lucky to get away clean as another COWORKER is arrested for trying to smuggle chips out of the facility. Jurgis shows Gabriel that he has secured both a gun and a small boat (both contraband) with an unrealistic dream of crossing Lake Michigan in search of greener pastures. Gabriel is more focused on keeping a low profile. They fight over it, until Mulligan shows up to grab Gabriel. Mulligan feels a responsibility to keep Gabriel from ending up like Rafe, but Gabriel has nothing but contempt for Mulligan. After dropping off Gabriel, Mulligan pays a visit to "JANE DOE", a prostitute who also keeps a large collection of contraband literature. They spend their time together working on Mulligan's Latin translation skills. Gabriel passes through a shady area inhabited by misshapen junkies known as "ACOLYTES" before linking up with a "COURIER" and delivering his coded message. The Courier, however, forces Gabriel to come with him. Gabriel is made to don a collar that scrambles the signal in the tracking device implanted in his throat. (Everyone has one under Legislator occupation.) He's brought to a razed neighborhood that was once Wicker Park to meet with the Hooded Man -- who turns out to be his "dead" brother Rafe. Gabriel is angry. It's been four years since Rafe "died". Rafe has been living off the grid, without an implant, and suffering from the ravages of the poisonous atmosphere he encountered inside the signal tower. Rafe gives Gabriel some cash and urges him to flee the city immediately. Because the resistance is planning something big. The propaganda that the Legislator occupation is a temporary measure is a lie, says Rafe. They're here to stay unless humanity finds a way to get rid of them.

ACT 2:

Gabriel returns to Rula, intent on fleeing the city, but she adamantly refuses to leave, even after he reveals that Rafe is alive and the resistance is planning a big operation. Gabriel grows suspicious and decides to leave alone. Once he's outside, he spots Mulligan and realizes that Rula is actually an undercover Special Branch officer who has been keeping tabs on him. And now Special Branch knows about Rafe and the impending plot. Gabriel bolts and is forced to hide in the subway tunnels. The alien Drones are stirred up, but he still has the jamming collar from Rafe that allows him to hide his tracker (and therefore his presence) from them. Mulligan returns to Special Branch to order his younger partner (KERMODE) and the rest of the team to pour all of their resources into finding Gabriel. But Kermode is skeptical about the idea that Rafe is alive and that some organized resistance group is planning ANYTHING. People thought that before Wicker Park, points out Mulligan. But Kermode reminds him that the aliens responded to that operation (Rafe and friends storming the signal tower), by burning all of Wicker Park to the ground. There IS no more resistance. Mulligan still urges his junior officers (FLORES and LEVITT) to be ready for action. In the Pilsen neighborhood, where the resistance CURRENTLY resides, an ERRAND BOY passes along the information Gabriel delivered to a HACKER for Ellison. The information allows the Hacker to pinpoint and track the resistance's target -- human collaborator WATTS. Apparently, the fabled "Phoenix" is going to be a part of the operation, though none of the rank and file in the resistance know who he might be. Rittenhouse places a new classified ad with a coded message that activates operative POSNER, ANITA, and family man HAYES. They visit the "MEDIC", who performs an ad hoc operation to remove their tracker implants. A MORGUE ATTENDANT offers up replacement trackers ("Bugs" that twitch as if they're alive) culled from people who have recently died, but whose deaths have not yet been reported. Rafe mobilizes and links up with EDDIE THE PRIEST. (Former priest, actually, since the Legislators

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have banned religion.) Rafe and Eddie meet with Barbosa, who gives them a strange explosive salvaged from a crashed Legislator ship. It sticks to its target and blends in with chameleon tech which activates its countdown timer. They'll need to be careful during their operation to make sure the explosion doesn't take out innocent civilians. But first they need to figure out how to arm it. The pair of them link up with cross-dress DANIEL/DANIELLE and Ellison, who figures out how to arm the biotechnical device. The various operatives then prepare to infiltrate a major "Unity Celebration" rally at Soldier Field stadium that night. It's imperative that they not be identified or taken alive, or else the entire Pilsen neighborhood will pay the price. Rafe is told that after the bombing, he'll be delivered to "Number One" for a second phase that will bring down the signal tower. They head out in two cars and encounter alien drones on the streets. But their phony trackers are scanned without incident. They make it into the stadium, where sycophantic MAYOR LEE gives a speech crediting the Legislator occupation with nine years of "peace and prosperity". The members of the cell locate Watts and manage to plant the bomb on him without being detected. The bomb detonates. Elsewhere, Mulligan realizes that Jane Doe has slipped him a contraband cell phone. He tells his wife Kathy to go stay at her sister's since things are boiling over. Gabriel, meanwhile, makes it out of the subway tunnel and retrieves Jurgis's hidden gun. He is on a path to radicalization. At the stadium, the cell members are spotted making their escape. Eddie is shot in the back. Rafe is forced into a losing hand-to-hand fight with a towering seven-foot Legislator, but is rescued at the last moment by Daniel. The pair of them and Anita are directed to take busses out of the city immediately, leaving them feeling duped, since there is now no strike on the signal tower. Mulligan is called on the carpet by COMMISSIONER IGOE, who has him tag along as the Commissioner heads to a meeting with the Legislators themselves. Instead of praising Mulligan for correctly predicting the resistance's operation, Igoe tells him that he is to stand down. The Legislators are going to deal with the situation by calling in their "HUNTERS" -- the same bloodthirsty alien mercenaries who razed Wicker Park. Mulligan argues that he needs to bring in living suspects so that they can finally locate and cut off the head of the snake. Or else the resistance will simply crop up again...with even more recruits in response to the Hunters' brutality. Igoe tells Mulligan to stand down anyway. All Igoe wants to do is to secure transportation for himself off of Earth before it's sucked dry, no matter how many lives it costs. Then he abandons Mulligan as he goes through the extensive preparations to pass into the sealed-off Legislator chambers, with its poisonous atmosphere. Mulligan orders his people into the field anyway in the hopes of capturing either Rafe or Gabriel. Elroys and Special Branch raid the spot where Jurgis sells his contraband and Gabriel turns up trying to protect his friend. But Mulligan just ends up capturing Gabriel. Mulligan then visits Jane Doe to warn her that the hammer is coming down on the neighborhood and that he can no longer protect her. She accepts the situation without judging him. He has his job to do. Mulligan and Kermode try to wring information out of CRYSTAL BILLY, one of the Acolytes. We realize that they are addicted to a drug which they hope will "turn them into" Legislators, leaving them with horribly elongated bodies. That investigation leads them to Hayes' home. They capture his wife and child to use as leverage against Hayes himself. Meanwhile, the Hunters arrive and go to the bus station where Anita, Daniel, and Rafe are. They identify and kill Anita and Daniel, but Mulligan arrives just in time to save Rafe's life (and to keep him from committing suicide). Rafe ends up in custody.

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ACT 3:

The Legislators contact Mulligan to censure him, but he argues that his methods will allow them to wipe out the entire resistance organization, IF they let him play things out his way. If he fails, they're free to wipe out all of Pilsen, just as they did with Wicker Park. Mulligan gets his shot. He leans hard on Gabriel, ordering Gabriel to act as an informant for him in order to save Rafe's life, whom everyone now agrees was meant to be the "Phoenix". Gabriel agrees and uses the coded message Mulligan clipped from the paper to garner a meeting with Ellison and Rittenhouse. The pair of them suspect that Gabriel himself may be the Phoenix, so they agree to deliver him to their "Number One". Mulligan and his people use the information to raid "Number One's" home. It turns out to be the brothel. "Number One" is, in fact, Jane Doe. And she is killed when the cops storm her place. Searching the place, the cops realize the entire brothel has been bugged...buy Jane Doe herself. They find data on her clients -- those she recruited to the cause and those she exploited for information. Amazingly, Mulligan does not appear in any of the footage...but Igoe DOES, blathering all of the details that allowed the resistance to successfully target Watts. With Jane Doe dead, the rest of her inner circle -- the various operatives we've met -- commit suicide. Perhaps ironically, it turns out Jane Doe was a history teacher who worked alongside Gabriel and Rafe's mother. Mulligan has managed to wipe out the entire network and the Legislators keep up their end of the deal by sparing the neighborhood and Rafe's life. Although Rafe is bundled onto a prison ship (alongside Igoe) and sent to a penal colony in space. Mulligan reveals his relationship with Jane Doe to Gabriel. It turns out that Mulligan loved her even before the occupation, when she was still a teacher. And Gabriel is astonished that he simply let her die. Mulligan sends Gabriel on his way and is himself promoted to Commissioner in Igoe's stead. But Mulligan has also given Gabriel secret data that illustrates the depth of his commitment to Jane Doe and Gabriel realizes that Mulligan has actually taken up the cause. In fact, it seems that much (if not all) of what has occurred has been for the express purpose of putting Mulligan into Igoe's place so that he can have direct access to the Legislator leaders in the heart of their tower headquarters. But whether it's a case of Mulligan literally delivering a bomb into their midst or simply taking over as the new "Number One" in the resistance is left somewhat ambiguous...

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