

04-01-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RI



102405548

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rainbow Media Holdings, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3-14-03

2. Name and address of receiving party(ies)

Name: Toronto Dominion (Texas), Inc.

Internal

Address:

Street Address: 909 Fannin, Suite 1700

City: Jericho State: NY Zip: 11753-2701

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, N.E. Suite 2400

City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 3.41) \$ 590.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter

Name of Person Signing 00000029 76296446

Signature (Handwritten)

March 21, 2003

Date

Total number of pages including cover sheet, attachments, and document:

03/28/2003 DBYRME

01 FC:8521 02 FC:8522

40.00 550.00

All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002702 FRAME: 0433

Schedule 5.1(n) - Intellectual Property

MUCHMUSIC U.S.A. VENTURE (3579)

Trademark Report by Mark

Country: US

Status: ACTIVE

COUNTRY	REFERENCE#	FILED	APPL#	REGDATE	REG#	STATUS
◆ MISCELLANEOUS ARROW DESIGN UNITED STATES	3H628US0	8/8/2001	76/296,446			ALLOWED 10/29/2002, STATEMENT OF USE DUE 4/29/2003
* MIXTAPE MIXDOWN UNITED STATES	3J245US0	2/21/2002	76/374,224			PUBLISHED 1/21/2003
◆ OVEN FRESH UNITED STATES	3H499US0	5/1/2001	76/249,778	11/5/2002	2,647,019	REGISTERED
◆ RANDOM INTELLIGENCE UNITED STATES	3H568US0	5/21/2001	76/260,304	11/5/2002	2,647,047	REGISTERED
◆ * SHOUTBACK! UNITED STATES	3H480US0	4/19/2001	76/243,122			ALLOWED 12/10/2002, STATEMENT OF USE DUE 6/10/2003
◆ * VIDEOLATOR UNITED STATES	3H570US0	5/21/2001	76/260,306			ALLOWED 9/17/2002, STATEMENT OF USE DUE 3/17/2003

* These marks are ITU Marks. They were filed in the U.S. Patent & Trademark Office ("PTO") based on applicant's intent-to-use the mark and a Statement of Use or Amendment to Allege Use has not yet been filed at the PTO.

◆ These marks are already the subject of a security interest held by Toronto Dominion (Texas), Inc. and recorded on April 4, 2002 at Reel/Frame 2486/0697.

**RAINBOW MEDIA HOLDINGS, INC.
MARKS NOT PROSECUTED BY DARBY & DARBY P.C.**

Trademark	Filed	Application No.	Registration Date	Registration No.	Status
RAINBOW	4/18/1991	74/158,531	10/06/1992	1,722,594	Renewal was due 10/6/2002, documents appear to have been filed 9/11/2002
RAINBOW and Design	9/27/1995	74/734,682	8/12/1997	2,088,172	Declaration of Use due 8/12/2003, documents appear to have been filed 9/11/2002
*RAINBOW MEDIA	5/22/2002	76/412,175			Published - 12/23/2002

* These marks are ITU Marks. They were filed in the U.S. Patent & Trademark Office ("PTO") based on applicant's intent-to-use the mark and a Statement of Use or Amendment to Allege Use has not yet been filed at the PTO.

MUCHMUSIC U.S.A. VENTURE, LLC

MARKS NOT PROSECUTED BY DARBY & DARBY P.C.

Trademark	Filed	Application No.	Registration Date	Registration No.	Status
*FUSE MUSIC TELEVISION	11/11/2002	78/183,709			Pending
*FUSE TELEVISION	11/11/2002	78/183,703			Pending
*FUSE MUSIC	11/11/2002	78/183,699			Pending
*MUSIC FUSE TELEVISION	11/11/2002	78/183,652			Pending
*MUSIC FUSE	11/11/2002	78/183,648			Pending
*FUSE	11/11/2002	78/183,640			Pending
*4PLAY (stylized)	10/30/2002	78/180,247			Pending
*4P and Design	10/30/2002	78/180,246			Pending
*IMX INTERACTIVE MUSIC EXCHANGE	6/21/2002	76/424,144			Pending
*IMX (stylized)	6/21/2002	76/424,143			Pending-Approved for Publication
*IMX	6/21/2002	76/424,142			Pending
*IMX PLAY THE MUSIC (stylized)	6/10/2002	76/419,352			Pending
*CLASS DISMISSED	5/14/2002	76/407,524			Pending

* These marks are ITU Marks. They were filed in the U.S. Patent & Trademark Office ("PTO") based on applicant's intent-to-use the mark and a Statement of Use or Amendment to Allege Use has not yet been filed at the PTO.

SCHEDULE OF TRADEMARKS OWNED BY:

RAINBOW MEDIA GROUP, LLC

Trademark	Filed	Application No.	Registration Date	Registration No.	Status
*VICTORY ON DEMAND	5/9/2002	76/405,427			Published 1/23/2003

* These marks are ITU Marks. They were filed in the U.S. Patent & Trademark Office ("PTO") based on applicant's intent-to-use the mark and a Statement of Use or Amendment to Allege Use has not yet been filed at the PTO.

SCHEDULE OF TRADEMARKS OWNED BY:

RAINBOW NETWORK COMMUNICATIONS
 RAINBOW MM HOLDINGS II CORPORATION
 RNC HOLDING CORPORATION
 RNC II HOLDING CORPORATION
 MUCHMUSIC PROGRAMMING, INC.
 IFC ENTERTAINMENT LLC
 IFC FILMS LLC
 IFC PRODUCTIONS I LLC
 IFC THEATRES, LLC
 NEXT WAVE FILMS, LLC
 RAINBOW FILMS HOLDING LLC

NONE

FCC LICENSES - see separate pages

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of this 14th day of March 2003, by and among each of the parties listed on the signature pages hereof as pledgors (collectively, the "Pledgors" and each individually, a "Pledgor") and TORONTO DOMINION (TEXAS), INC., in its capacity as administrative agent for the Credit Parties (as defined in the Loan Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of March 14, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Rainbow Media Holdings, Inc., a Delaware corporation (the "Borrower"), the Guarantors (as defined in the Loan Agreement) party thereto, TD Securities (USA) Inc. and Banc of America Securities LLC, as co-lead arrangers and co-book runners, Bank of America, N.A., as syndication agent, the Administrative Agent and the other Credit Parties (as defined in the Loan Agreement) party thereto, the Lenders have agreed, severally in accordance with their respective Commitment Percentages and not jointly, to make Advances to the Borrower in an aggregate principal amount not to exceed the Commitments; and

WHEREAS, each of the Pledgors is (i) either a direct or indirect Subsidiary (as defined in the Loan Agreement) of the Borrower, (ii) or the Borrower, and each Pledgor will realize substantial direct and indirect benefits as a result of the extensions of Advances to the Borrower pursuant to the Loan Agreement and are within the corporate or other purposes and in the best interests of, such Pledgor; and

WHEREAS, the Administrative Agent has agreed to act as agent for the benefit of the Credit Parties in connection with the transactions contemplated by the Loan Agreement; and

WHEREAS, it is a condition precedent to the closing of the Credit Agreement that all of the Pledgors shall have granted the security interest contemplated by this Agreement to secure the prompt and complete payment, observance and performance of, among other things, (i) the obligations of the Pledgors arising from this Agreement, the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) to which they are a party and (ii) all Obligations (as defined in the Loan Agreement) of the Borrower under the Loan Agreement (including, without limitation, any interest, fees and other charges in respect of the Loan Agreement and the other Loan Documents that would accrue but for the filing of an Insolvency Proceeding (as defined in the Loan Agreement) with respect to the Borrower, whether or not such claim is allowed in such Insolvency Proceeding) ((i) and (ii) being hereinafter together referred to as the "Secured Obligations");

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

(d) For purposes of this Agreement the term "ITU Marks" shall mean all pending trademark applications shown in the attached Schedule 1 with an asterisk which were filed by any Pledgor in the United States Patent and Trademark Office based on its intent to use the corresponding mark, and any applications which are hereafter filed by any Pledgor based on its intent to use the corresponding mark.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, however and whenever incurred, acquired or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, each Pledgor hereby grants and pledges to the Administrative Agent, for the benefit of the Credit Parties, subject to paragraph 6 below, a continuing security interest in and lien on all of such Pledgor's right, title and interest in and to such Pledgor's now owned or existing and hereafter acquired or arising:

(a) trademarks, trade names, registered trademarks, trademark applications, service marks, registered services marks and service mark applications, including, without limitation, trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and by reference made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (iv) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (v) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (i) through (v) in this paragraph 4(a) are sometimes hereinafter individually and/or collectively

referred to as the "Trademarks"), and (b) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) rights under or interest in any trademark, or other intellectual property, whether such Pledgor is a licensee or licensor under any such license agreement, and the right to use the foregoing in connection with the enforcement of the Administrative Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by such Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 4(b), the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 4(b) shall be deemed to apply thereto automatically; and provided, further however, that such Pledgor shall fully disclose to the Administrative Agent all such prohibitions.

(c) Notwithstanding anything to the contrary set forth in paragraph 4(a) and 4(b) above, the terms of this Agreement shall not apply to any ITU Marks until the earlier to occur of the filing in the United States Patent and Trademark Office (the "PTO") by the applicable Pledgor of (1) an Amendment to Allege Use (as defined by the PTO) or (2) a Statement of Use (as defined by the PTO) with respect to such ITU Mark and all references to Trademarks hereunder shall thereafter be deemed to include such ITU Mark. Upon such filing, the ITU Mark for which the Amendment to Allege Use or Statement of Use was filed will automatically be covered by the terms of this Agreement without any further action on the part of any Pledgor or the Administrative Agent (including, without limitation, the grant of a security interest by such Pledgor to the Administrative Agent in any such ITU Marks which become registered with the United States Patent and Trademark Office).

5. Title to the Trademarks. Until the occurrence of an Event of Default, each Pledgor shall retain the full legal and equitable title to the Trademarks owned by it and all rights in respect of licenses applicable to such Trademarks (including, without limitation, the right to receive royalty payments thereunder), but shall refrain from selling, transferring, assigning, licensing or otherwise encumbering such Trademarks, except, with respect to licenses, as permitted by paragraph 7 hereof, or as otherwise permitted by the terms of this Agreement.

6. Covenants of the Pledgors. Each Pledgor covenants and warrants that:

(a) The registrations of the Trademarks, as listed in Schedule 1, are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Except as set forth on Schedule 1, to the best of such Pledgor's knowledge, each of the Trademarks and Licenses is valid and enforceable;

(c) Such Pledgor has notified the Administrative Agent in writing of all claims by others to rights in the Trademarks and Licenses or any portion thereof of which such Pledgor is aware;

(d) Such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of (i) the Trademarks identified on Schedule 1 as being owned by it and (ii) the Licenses under which such Pledgor is the licensee or licensor, except for the security interest created hereby, free and clear of any Liens, charges, security interest to and encumbrances, including, without limitation, licenses (excepting only any written licenses previously entered into in the ordinary course of such Pledgor's business), security agreements, collateral assignments and covenants by such Pledgor not to sue third persons; and

(e) Such Pledgor has the unqualified right to enter into this Agreement and to perform the terms hereof.

7. Restrictions on Future Agreements. Each Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full and the Revolving Loan Commitment shall have been terminated, such Pledgor will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the prior written consent of the Administrative Agent. Each Pledgor further agrees that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights granted to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses. Notwithstanding the foregoing, the granting of a license for use of a Trademark, in the ordinary course of a Pledgor's business, shall not require such consent, provided that the applicable Pledgor promptly notifies the Administrative Agent in writing of such event. The inadvertent failure of a Pledgor to provide the notice required by the immediately preceding sentence shall not be an Event of Default hereunder or under the Loan Agreement.

8. New Trademarks and Licenses. If, before the Secured Obligations shall have been satisfied in full and the Revolving Loan Commitment shall have been terminated, any Pledgor shall (i) obtain rights or become entitled to the benefit of any new trademark, trade name, trademark registration, trademark application, service mark, registered service mark or service mark application, or (ii) obtain rights to or become entitled to the benefit of any new trademark or other intellectual property license agreements, whether as licensee or licensor, or license renewals, or (iii) enter into any new license agreement, the provisions of paragraph 4 hereof shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Each Pledgor shall give written notice thereof to the Administrative Agent of the events described in clauses (i), (ii) and (iii) of the preceding sentence on a quarterly basis in accordance with the applicable Financial Statements Delivery Date set forth in the Loan Agreement for quarterly reports. Each Pledgor hereby authorizes the Administrative Agent to (i) modify this Agreement by amending Schedule 1 to include any future trademarks, trade names, trademark registrations, trademark applications, service marks, registered service marks and service mark applications which are Trademarks under paragraph 4 hereof or under this paragraph 8, and (ii) to record such modifications (or notice thereof) in the United States Patent and Trademark Office at the expense of the Pledgors. Each Pledgor agrees to execute any and all instruments (including, without limitation, individual conditional assignments or security agreements) necessary to confirm such amendment or to enable such recording.

9. Royalties. Each Pledgor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 11 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights and obligations thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent to such Pledgor.

10. Protection of Trademark Registration. To the extent that a Trademark is in use by any Pledgor or a licensee thereof, the Pledgors shall take all action necessary to maintain in force the registration thereof, in the United States Patent and Trademark Office and in any other jurisdiction in which it is registered, including, without limitation, any filing, to the extent permitted and authorized by law, any declarations under Sections 8 and 15 of the Trademark Act of 1946 (Lanham Act) and any renewals thereunder, with respect to the Trademarks.

11. Exercise of Remedies. Upon the occurrence of and during the continuation of an Event of Default, the Administrative Agent, in its sole discretion, may:

(a) Upon thirty (30) days' prior written notice to any Pledgor, sell or otherwise dispose of the Trademarks or Licenses, together with the goodwill of the business associated therewith, at public or private sale (which sale the Administrative Agent may postpone from time to time by announcement at the time and place of sale stated in the notice of sale or by announcement at any adjourned sale as long as the Administrative Agent thereupon gives a new notice of sale), for cash or credit, with or without representations or warranties and upon such other terms as the Administrative Agent in its sole discretion may deem appropriate. The Administrative Agent or any other Credit Party may bid or become a purchaser in any such sale, free from any right of redemption which is hereby expressly waived by each Pledgor, and the Administrative Agent shall have the right in its discretion to apply or credit the amount of all or any part of the Secured Obligations owing to the Credit Parties against the purchase price bid by such Person at any such sale; and

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Administrative Agent to exercise any of its rights and remedies under Section 9-610, Section 9-620 or other equivalent provisions of revised Article 9 of the Uniform Commercial Code as in effect in any jurisdiction, with respect to the Trademarks or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks and Licenses, to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may

exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents.

12. Termination of the Administrative Agent's Security Interest. At such time as the Secured Obligations shall have been satisfied in full and the Revolving Loan Commitment shall have been terminated, the Administrative Agent shall execute and deliver to the Pledgors all instruments as may be necessary or proper to remove and terminate the Administrative Agent's security interest in the Trademarks, the goodwill of the business symbolized by the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto or any other agreement between the Pledgors and the Administrative Agent.

13. Fees and Expenses. Subject to the provisions of Section 12.2 of the Loan Agreement, any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the ordinary and reasonable counsel (in-house and outside) fees and legal expenses, incurred by the Administrative Agent and any other Credit Party in connection with protecting, maintaining or preserving the Trademarks and the Licenses or the interest of the Administrative Agent therein, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and the Licenses, shall be borne and paid by the Borrower as provided in Section 12.2 of the Loan Agreement and until paid shall be added to the principal amount of the Secured Obligations.

14. Enforcement of Trademarks. Each Pledgor shall, upon the reasonable request of the Administrative Agent, bring suit in its own name to enforce the Trademarks owned by it against any infringement deemed by the Administrative Agent, in its reasonable discretion, to substantially impair the value thereof as collateral security under this Agreement and to take all reasonable and necessary action to preserve and maintain all of such Pledgor's rights in the Trademarks and Licenses. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the other Credit Parties for all costs and expenses incurred by any of them in the exercise of the rights of the Administrative Agent under this paragraph 14.

15. Indemnification by the Pledgors. Each Pledgor hereby agrees to indemnify and hold harmless the Administrative Agent for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in connection with or in any way arising out of or related to any or all of the Trademarks or Licenses (including, without limitation, whether brought by any Pledgor or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, such Person to be indemnified is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

16. No Waiver. No failure to exercise, and no delay in exercising, any right hereunder or under any of the other Loan Documents held by the Administrative Agent or any other Credit Party shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right. The rights and remedies of the Administrative Agent provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights and remedies of the Administrative Agent hereunder or under any other Loan Documents against any party thereto are not conditional or contingent on any attempt by the Administrative Agent or any other Credit Party to exercise any of its or their rights under any other Loan Document against such party or against any other Person.

17. Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision of this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument, and each of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

19. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND SECTION 327(b) OF THE NEW YORK CIVIL PRACTICE LAWS AND RULES.

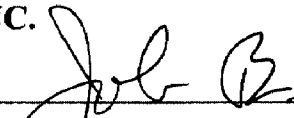
20. Entire Agreement. This Agreement, together with the other Loan Documents, constitutes the entire agreement between the Pledgors and the Administrative Agent with respect to the subject matter hereof and may not be modified except by a writing executed by the Administrative Agent and the Pledgors, and no waiver of any provision of this Agreement, and no consent to any departure by any Pledgor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement shall be binding upon each of the Pledgors and their respective successors and assigns, and shall inure to the benefit of the Administrative Agent and its successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

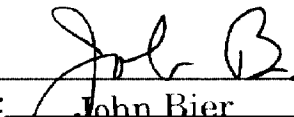
PLEDGORS:

**RAINBOW MEDIA HOLDINGS, INC.
AMERICAN MOVIE CLASSICS HOLDING CORPORATION
AMC II HOLDING CORPORATION
IFC HOLDING CORPORATION
RNC HOLDING CORPORATION
RNC II HOLDING CORPORATION
MUCHMUSIC PROGRAMMING, INC.
RAINBOW CT HOLDINGS, INC.
NEWS 12 INTERACTIVE, INC.
RAINBOW NJ HOLDINGS, INC.
RAINBOW NJ HOLDINGS II, INC.
NEWS 12 THE BRONX HOLDING CORPORATION
NEWS 12 HOLDING CORPORATION
NEWS 12 II HOLDING CORPORATION
RAINBOW WESTCHESTER HOLDINGS, INC.**

By:  ^{vs}
Name: John Bier
Title: Authorized Signatory
of each of the above-named corporations

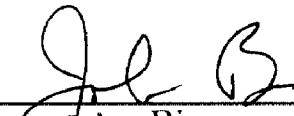
MUCHMUSIC U.S.A VENTURE

By: MuchMusic Holdings LLC, its general partner

By:  ^{vs}
Name: John Bier
Title: Authorized Signatory

RAINBOW NETWORK COMMUNICATIONS

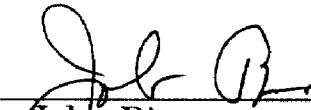
By: RNC II Holding Corporation, its managing general partner

By:  ^{vs}
Name: John Bier
Title: Authorized Signatory

(Signatures continue on next page)


RAINBOW NEWS 12 COMPANY

By: News 12 II Holding Corporation, its managing
general partner

By:  vs
Name: John Bier
Title: Authorized Signatory


**IFC ENTERTAINMENT LLC
IFC FILMS LLC
IFC PRODUCTIONS I L.L.C.
IFC THEATRES, LLC
NEXT WAVE FILMS, L.L.C.
RAINBOW FILMS HOLDING LLC
MUCHMUSIC HOLDINGS LLC**

By: Rainbow Media Holdings, Inc., as sole
member of each of the above-named limited
liability companies

By:  vs
Name: John Bier
Title: Authorized Signatory

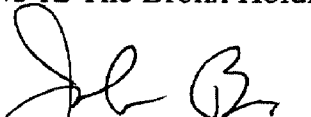
NEWS 12 NEW JERSEY L.L.C.

By: Rainbow NJ Holdings, Inc., its general partner

By:  vs
Name: John Bier
Title: Authorized Signatory

NEWS 12 THE BRONX, L.L.C.

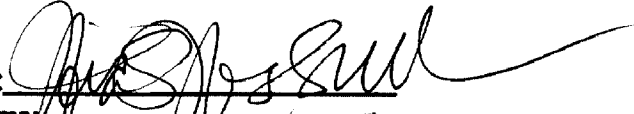
By: News 12 The Bronx Holding Corporation, its
member

By:  vs
Name: John Bier
Title: Authorized Signatory

(Signatures continue on next page)

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), INC.

By: 
Name: _____
Title: _____
NEVA NESBITT
VICE PRESIDENT

Licensee	Call Sign	Service	Frequency	Expiration Date	Status
Rainbow Network Comm.	WL-94	Earth Station	5925.000-6425.000 5925.000-6425.000 3700.000-4200.000 3700.000-4200.000	01/15/12	
Rainbow Network Comm.	E910465	Earth Station	14000.0000-14500.0000 14000.0000-14500.0000	08/02/11	
Rainbow Network Comm.	E930298	Earth Station	5925.0000-6425.0000 5925.0000-6425.0000	07/02/08	
Rainbow Network Comm.	E930390	Earth Station	5925.000-6425.000 5925.000-6425.000 5925.000-6425.000 5925.000-6425.000 5925.000-6425.000 3700.000-4200.000	09/17/03	
Rainbow Network Comm.	E000220	Earth Station	5925.0000-6425.0000 5925.0000-6425.0000 3700.0000-4200.0000 3700.0000-4200.0000 5925.0000-6425.0000 5925.0000-6425.0000 3700.0000-4200.0000 3700.0000-4200.0000	06/30/10	
Rainbow Network Comm.	E000228	Earth Station	5925.0000-6425.0000 3700.0000-4200.0000 5925.0000-6425.0000 3700.0000-4200.0000	06/30/10	
Rainbow Network Comm.	E000597	Earth Station	14000.0000-14500.0000 14000.0000-14500.0000 11700.0000-12200.0000 11700.0000-12200.0000	11/22/10	
Rainbow Network Comm.	E010028	Earth Station	6088.8000-6425.0000 6088.8000-6425.0000 5925.0000-6425.0000 5925.0000-6425.0000 5925.0000-6038.8000 5925.0000-6038.8000 3700.0000-4200.0000 3700.0000-4200.0000	05/07/11	

Schedule 5.1(n)
Fcc licenses

Licensee	Call Sign	Service	Frequency	Expiration Date	Status
Rainbow Network Communications	WPSF774	Land Mobile	Location 1 00451.55000 00451.72500 Location 2 00451.55000 00451.72500	04/09/11	

Schedule SI(n)
 FCC licenses

TRADEMARK
 REEL: 002702 FRAME: 0449

RECORDED: 03/26/2003

TOTAL P.03
 TOTAL P.05

WASHI:060106120502
 11191

Page 4