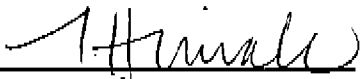


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Tab settings		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):  Cinram International Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and Address of receiving party(ies)  Name: <u>Citicorp North America, Inc.</u>  Internal Address: _____  Street Address: _____  City: _____ State: _____ Zip: _____  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State: _____ <input type="checkbox"/> Other _____  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>October 24, 2003</u>	4. Application number(s) or registration number(s):  A. Trademark Application No.(s)  <u>76/136,193</u>  B. Trademark Registration No.(s)  <u>See Attached</u>  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Intellectual Property Docketing</u>  Internal Address: <u>SHEARMAN &amp; STERLING LLP</u>  _____  Street Address: <u>599 Lexington Avenue</u>  _____  City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>	6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">18</span>  7. Total fee (37 CFR 3.41)..... <u>\$ 465.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. If check is missing or otherwise insufficient, charge deposit account number: <u>50-0324</u>  (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Tamara L. Hrivnak</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>October 24, 2003</u>            Date         </div> </div> <div style="text-align: center; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">1</span> </div>		

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

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700049758

**TRADEMARK**  
**REEL: 002736 FRAME: 0553**

## Continuation of Trademark Recordation Form Cover Sheet

### Continuation of Box 1:

2. Name of conveying party(ies):

Cinram Canadian Holdings Ltd.

- |  |  |
|--|--|
| <input type="checkbox"/> Individual(s)                   | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership             | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State               |  |
| <input checked="" type="checkbox"/> Other <u>Limited</u> |  |

3. Name of conveying party(ies):

Cinram (U.S.) Holding's Inc.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

4. Name of conveying party(ies):

Cinram, Inc.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership          | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State |  |

5. Name of conveying party(ies):

Cinram LLC

- |  |  |
|--|--|
| <input type="checkbox"/> Individual(s)                                     | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership                               | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State                                 |  |
| <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> |  |

6. Name of conveying party(ies):

Cinram Distribution LLC

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                          | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership                    | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State           |  |
| <input type="checkbox"/> Other <u>Limited Liability Company</u> |  |

7. Name of conveying party(ies):

Cinram Finance

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                  | <input type="checkbox"/> Association         |
| <input checked="" type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State              |  |

## 8. Name of conveying party(ies):

Cinram Finance LLC

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Limited Liability Company

## 9. Name of conveying party(ies):

Cinram Manufacturing Inc.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

## 10. Name of conveying party(ies):

Giant Merchandising

- ☐ Individual(s)                      ☐ Association  
☒ General Partnership              ☐ Limited Partnership  
☐ Corporation-State

## 11. Name of conveying party(ies):

Giant Merchandising inc.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

## 12. Name of conveying party(ies):

Ivy Hill Corporation

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State

## Continuation of Box 4:

## Registration Numbers

2,224,909	1,494,919	1,513,145	1,421,749	1,861,679	2,358,136
2,224,908	1,513,144	2,518,104	1,707,281	2,260,804	1,699,748
1,522,179	1,494,920	2,037,609	1,792,619	2,327,171	

NO ADDITIONAL PAGES

TRADEMARK

REEL: 002736 FRAME: 0555

**EXECUTION COPY****INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated October 24, 2003, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Citicorp North America, Inc. ("*CNAI*"), as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cinram International Inc., a corporation duly organized and validly existing under the laws of Canada ("*Cinram*"), Cinram Finance, a general partnership organized under the laws of the State of Delaware ("*Cinram Finance*"), Cinram (U.S.) Holding's Inc., a corporation organized under the laws of the state of Delaware ("*CUSH*") and, together with Cinram and Cinram Finance, the "*Borrowers*"), the other companies named therein as Guarantors, the financial institutions named therein as Initial Lenders, Merrill Lynch, Pierce, Fenner & Smith Incorporated as Syndication Agent, Joint Lead Arranger and Joint Book Manager, Merrill Lynch & Co. as Joint Lead Arranger and Joint Book Manager, and Citigroup Global Markets Inc. as Joint Lead Arranger and Joint Book Manager have entered into a Credit Agreement dated as of October 24, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CNAI, as Administrative Agent. Terms defined in the Credit Agreement and the Security Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in either the Credit Agreement or the Security Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security Agreement dated October 24, 2003 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for the purposes of recording the grant of the security interest in such intellectual property with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby confirms the grant to the Administrative Agent, for the ratable benefit of the Secured Parties, under the terms of the Security Agreement, of a security interest in all of such Grantor's right, title and interest in and to the United States patents, patent applications, trademark registrations and applications and copyright registrations as set forth in Schedules I through III hereto, and the right to recover for

past, present and future infringements or misappropriations thereof and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively being the "*Collateral*").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under the Security Agreement, as evidenced by this IP Security Agreement, secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

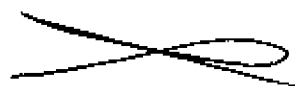
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to the terms of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest referenced herein to, and the rights and remedies of, the Administrative Agent with respect to, the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Cinram International Inc.

By   
Name:  
Title:

Address for Notices:  
2255 Markham Road  
Scarborough, Ontario, CA  
M1B 2W3

Cinram Canadian Holdings Ltd.

By 

Name:

Title:

Address for Notices:  
2255 Markham Road  
Scarborough, Ontario  
Canada M1B 2W3

Cinram (U.S.) Holding's Inc.

By 

Name:

Title:

Address for Notices:  
1600 Rich Road  
Richmond, IN 47374

Cinram, Inc.

By 

Name:

Title:

Address for Notices:  
1600 Rich Road  
Richmond, IN 47374

Cinram LLC

By 

Name:

Title:

Address for Notices:  
1107 West 6<sup>th</sup> Avenue  
Cheyenne, WY 82001

Cinram Distribution LLC

By 

Name:

Title:

Address for Notices:  
1400 East Lackawanna Avenue  
Olyphant, PA 18477

Cinram Finance


By 

Name:

Title:


Address for Notices:  
1600 Rich Road  
Richmond, IN 47374

Cinram Finance LLC

By   
\_\_\_\_\_  
Name:  
Title:


Address for Notices:  
1600 Rich Road  
Richmond, IN 47374

Cinram Manufacturing Inc.

By   
\_\_\_\_\_  
Name:  
Title:

Address for Notices:  
1400 East Lackawanna Avenue  
Olyphant, PA 18477

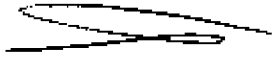
Giant Merchandising

By   
\_\_\_\_\_  
Name:  
Title:

Address for Notices:  
5605-5655  
Union Pacific Avenue  
Commerce, CA 90022




Giant Merchandising Inc.

By   
\_\_\_\_\_  
Name:  
Title:

Address for Notices:  
1400 East Lackawanna Avenue  
Olyphant, PA 18477

Ivy Hill Corporation

By   
\_\_\_\_\_  
Name:  
Title:

Address for Notices:  
619 West 54<sup>th</sup> Street  
New York, NY 10019

**SCHEDULE I****U.S. COPYRIGHT REGISTRATIONS****Cinram, Inc.**

<u>Title</u>	<u>Date Filed</u>	<u>Registration No.</u>
Compact Disc Terminology	12/27/1993	TX 3-781-250
Introduction to ISO 9660: What It Is, How It is Implemented, And How It Has Been Extended?	12/27/1993	TX 3-701-242
Compact Disc Terminology	11/22/1991	TX 497-708
DMI Interactive Gallery	04/11/1994	PA 726-119
Integrating Mixed-Mode CD ROM	03/30/1992	TXu 513-335
Club Indee: CD ROM Interactive	10/19/1995	PA 718-691
Club IN 3	02/07/1996	TX 4-187-046
Myriad Multimedia Music Magazine	09/18/1995	PA 765-801
An Overview of Multimedia CD-ROM Production	03/30/1992	TXu 513-334
Compact Disc Terminology	03/30/1992	TXu 513,336

**Ivy Hill Corporation**

<u>Title</u>	<u>Date Filed</u>	<u>Registration No.</u>
Measuring Print Characteristics	2/12/1993	TXu 573,080

**WEA Manufacturing, Inc.**

<u>Title</u>	<u>Date Filed</u>	<u>Registration No.</u>
Serpentine	06/16/1997	TXu 810068
Compact Disc Label Defect Scanner	02/02/1990	TXu 403622
WEA Manufacturing Compact Disc Label Defect Scanner	12/28/1989	TXu 399425
WEA Manufacturing CD Analyzer	09/6/1988	TXu 342430

**SCHEDULE II****US PATENTS AND PATENT APPLICATIONS**Cinram Ltd. (n/k/a Cinram International Inc.)

<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>
Storage container for records or the like	Canada	1,239,118
Apparatus and method for electroplating	Europe	500,513
Apparatus and method for electroplating	Germany	69210650
Apparatus and method for electroplating	Sweden	467,976
Apparatus and method for electroplating	USA	5,244,563
Apparatus and method for electroplating	USA	5,427,674
Storage unit	USA	D304,880

Cinram, Inc.

<b>Title</b>	<b>Country</b>	<b>Patent No.</b>
Apparatus and method for high-speed video tape duplication from master disk	USA	5,260,800

No Patent Applications.

**SCHEDULE III****U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS****Cinram International Inc.**

<u>Title</u>	<u>Registration or Filing Date (F)</u>	<u>Application (A) or Registration No.</u>	<u>Registration Jurisdiction</u>
CINRAM and design	02/23/1999	2,224,909	USA
CINRAM	02/23/1999	2,224,908	USA
C.A.S.P.E.R.	09/27/2000 (F)	76/136,193 (A)	USA

**Cinram Ltd. (n/k/a Cinram International Inc.)**

<u>Title</u>	<u>Registration or Filing Date (F)</u>	<u>Application (A) or Registration No.</u>	<u>Registration Jurisdiction</u>
AVM	01/24/1989	1,522,179	USA
THE AMAZING VIDEO MACHINE	07/05/1988	1,494,919	USA
THE AMAZING VIDEO MACHINE	11/15/1988	1,513,144	USA
THE AMAZING VIDEO MACHINE and design	07/05/1998	1,494,920	USA
THE AMAZING VIDEO MACHINE and design	11/15/1988	1,513,145	USA

**Cinram, Inc.**

<u>Title</u>	<u>Registration or Filing Date (F)</u>	<u>Application (A) or Registration No.</u>	<u>Registration Jurisdiction</u>
CINRAM DIRECT	12/11/2001	2,518,104	USA
IMAGEDISC	02/11/1997	2,037,609	USA

<u>Title</u>	<u>Registration or Filing Date (F)</u>	<u>Application (A) or Registration No.</u>	<u>Registration Jurisdiction</u>
LASERMASTER	12/23/1986	1,421,749	USA

Ivy Hill Corporation

<u>Title</u>	<u>Registration or Filing Date (F)</u>	<u>Application (A) or Registration No.</u>	<u>Registration Jurisdiction</u>
IVY HILL	08/11/1992	1,707,281	USA
ROMVELOPE	09/14/1993	1,792,619	USA
FLP	11/08/1994	1,861,679	USA

WEA Corp.

<u>Title</u>	<u>Registration or Filing Date (F)</u>	<u>Application (A) or Registration No.</u>	<u>Registration Jurisdiction</u>
WEA BUSINESS TO BUSINESS SOLUTIONS SITE	07/13/1999	2,260,804	USA
PLATINUM PLUS CERTIFIED	03/07/2000	2,327,171	USA
PLATINUM PLUS CERTIFIED	06/13/2000	2,358,136	USA

WEA Manufacturing, Inc.

<u>Title</u>	<u>Registration or Filing Date (F)</u>	<u>Application (A) or Registration No.</u>	<u>Registration Jurisdiction</u>
DIGALOG	07/07/1992	1,699,748	USA

Cinram Ltd. (n/k/a Cinram International Inc.)

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
JUST DVD	1,134,281 (A)	Canada	03/14/2002 (F)
CINRAM	378,620 (R)	European Union	03/30/1999
CINRAM and design	351,759 (R)	European Union	06/29/1999
ACCUDUB	352,167 (R)	Canada	02/24/1989

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
AMAZING VIDEO	384,089 (R)	Canada	05/10/1991
AVM	349,452 (R)	Canada	12/23/1988
AVN	365,983 (R)	Canada	02/23/1990
CINRAM	537,502 (R)	Canada	11/22/2000
CINRAM (and design)	537,505 (R)	Canada	11/22/2000
ECONOFIL	439,729 (R)	Canada	02/24/1995
THE AMAZING MUSIC MACHINE	373,339 (R)	Canada	09/14/1990
THE AMAZING MUSIC NETWORK	374,203 (R)	Canada	10/12/1990
THE AMAZING MUSIC MACHINE and design	387,714 (R)	Canada	08/16/1991
THE AMAZING VIDEO MACHINE	349,253 (R)	Canada	12/16/1988
THE AMAZING VIDEO MACHINE and design	340,619 (R)	Canada	05/20/1988
THE AMAZING VIDEO NETWORK and design	379,100 (R)	Canada	02/01/1991
THE AMAZING VIDEO NETWORK	352,959 (R)	Canada	03/10/1989
THE AVM ADVANTAGE	369,299 (R)	Canada	06/08/1990
VERIFILE	428,220 (R)	Canada	06/03/1994

Giant Merchandising

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
Cross Breed	4006388 (R)	Japan	05/30/1997
Cross Breed	2023389 (R)	UK	06/05/1996

Ivy Hill Corporation

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
FLIP-PAK	4550236 (R)	Japan	03/08/2002
FLP	703,380 (R)	Australia	12/18/1997
FLP	258,843	New Zealand	03/04/1998