2/5/04

02-10-2004

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

RE

102665159

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):
The Independent Film Channel LLC
Rainbow Media Holdings, LLC
FUSE Networks LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☑ Other Limited Liabiltiy Companies

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

2. Name and address of receiving party(ies)
Name: Toronto Dominion (Texas), Inc., as Administrative Agent
Internal Address: Manager Syndications & Credit Admin
Street Address: 900 Fannin Street; Suite 1700
City: Houston State: TX Zip: 77010

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State Delaware
☐ 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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other
Execution Date: 12/19/2003

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: Rachel George
Internal Address: Paul, Hastings, Janofsky & Walker LLP
Street Address: 600 Peachtree Street, N.E. Suite 2400
City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41).....$ 915.00
☑ Enclosed
☑ Authorized to be charged to deposit account

8. Deposit account number:
16-0752

DO NOT USE THIS SPACE

9. Signature.

Rachel George	Rachel George	2/05/2004
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 40

02/09/2004 MGETACHE 00000047 78274874
01 FC:8521 40.00 OP
02 FC:8522 875.00 OP

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

SCHEDULE A

ADDITIONAL CONVEYING PARTY

WE: Women's Entertainment LLC, a limited liability company

SCHEDULE B

APPLICATION NUMBERS AND REGISTRATION NUMBERS

APPLICATION NUMBERS

DESCRIPTION	APP. NO.	FILED
IFC ON DEMAND	78/274,874	7/16/2003
UNCENSORED ON DEMAND	78/240,613	4/22/2003
IFC UNCENSORED	78/226,521	3/17/2003
AS INDEPENDENT AS YOU WANT TO BE	78/225,201	3/13/2003
GUY TV	75/420,962	1/21/1998
RAINBOW SPORTS NETWORK	78/231,841	3/31/2003
FUSE AMPLIFIED GUIDE	78/308,271	10/1/2003
GIRLS ON GIRLS	78/275,435	7/17/2003
MORE MUSIC THAN THE LEADING BRAND	78/274,242	7/15/2003
Design	78/271,736	7/8/2003
URANIUM and Design	78/271,732	7/8/2003
PEANUT BUTTER AND JELLY	78/268,142	6/27/2003
WHAT THE F	78/262,987	7/7/2003
WTF?	78/258,881	6/5/2003
WATCH THE FUSE	78/256,392	5/30/2003
FUSEBOX	78/243,481	4/29/2003
FUSEBOX	78/243,478	4/29/2003

DESCRIPTION	APP. NO.	FILED
FUSE and Design	78/234,973	3/20/2003
HEAR 1st and Design	78/228,194	3/20/2003
MUCH MORE MOVIE	78/227,448	3/19/2003
MIX IT UP	78/282,253	8/14/2003
THE TINSLEY BUMBLE SHOW	78/248,718	5/12/2003

REGISTRATION NUMBERS

DESCRIPTION	REG. NO.	REG. DATE
SPORTSCHANNEL NEW ENGLAND	2,096,698	9/16/1997
SPORTS CHANNEL	2,490,997	9/18/2001
SPORTSCHANNEL OHIO	2,096,697	9/16/1997
SPORTSCHANNEL PACIFIC	2,108,290	10/28/1997
SPORTSCHANNEL NEW YORK	2,096,696	9/16/1997
SCHOOLYARD JAM	2,203,109	11/10/1998
SPORTSCHANNEL	2,018,554	11/26/1996
SPORTSCHANNEL	2,108,410	10/28/1997
SCHOOLYARD JAM and Design	2,206,019	11/24/1998
SPORTSCHANNEL CHICAGO	2,096,739	9/16/1997
SPORTSCHANNEL PHILADELPHIA	2,096,707	9/16/1997
SPORTSCHANNEL CINCINNATI	2,108,293	10/28/1997
S and Design	2,087,087	8/12/1997

DESCRIPTION	REG. NO.	REG. DATE
SPORTSCHANNEL FLORIDA	2,096,706	9/16/1997

ATL/1000043.1

TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of this 19th day of December 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").

W I T N E S S E T H:

WHEREAS, Rainbow Media Holdings LLC (formerly known as Rainbow Media Holdings, Inc.), a Delaware limited liability company (the "Borrower") is a party to that certain Amended and Restated Loan Agreement dated as of December 19, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Borrower, the Guarantors (as defined in the Loan Agreement) party thereto, Banc of America Securities LLC, TD Securities (USA) Inc. and The Bank of Nova Scotia as co-lead arrangers and co-book runners, Bank of America, N.A. and The Bank of Nova Scotia, as co-syndication agents, 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, to secure the RMH Obligations (as defined in the Loan Agreement), the Pledgors party thereto and the Administrative Agent executed and delivered that certain Trademark Security Agreement dated as of March 14, 2003 (as in effect on the date hereof, the "Prior RMH Trademark Security Agreement"); and

WHEREAS, to secure the AMC Obligations (as defined in the Loan Agreement), American Movie Classics Company, a New York general partnership ("AMC"), The Independent Film Channel LLC, a Delaware limited liability company ("IFC"), WE: Women's Entertainment LLC, a Delaware limited liability company ("WE") and the other Pledgors signatory thereto and the Administrative Agent executed and delivered that certain Trademark Security Agreement dated as of March 14, 2003 (as in effect on the date hereof, the "Prior AMC Trademark Security Agreement"); and

WHEREAS, pursuant to the Loan Agreement, RMH, AMC, IFC and WE have agreed with the RMH Credit Parties and the AMC Credit Parties (each as defined in the Loan Agreement) to modify the existing credit facilities under each of the Prior RMH Loan Agreement and the Prior AMC Loan Agreement to provide, among other things, for (a) the assumption by RMH of the AMC Obligations and the conversion, but not the release, of the obligations of AMC, IFC and WE in respect of the AMC Obligations from those of borrowers to those of guarantors with respect to the AMC Obligations, (b) the guarantee by the AMC Guarantors (as defined in the Loan Agreement) of the RMH Obligations, and the guarantee by the RMH Guarantors (as defined in the Loan Agreement) of the AMC Obligations, (c) the pledge of substantially all of the assets of the RMH Guarantors as additional collateral security for the AMC Obligations, and the pledge of substantially all of the assets of AMC, IFC, WE and the

AMC Guarantors as additional collateral security for the RMH Obligations, and (d) the consolidation of the credit facilities outstanding under the Prior RMH Loan Agreement and the Prior AMC Loan Agreement pursuant to the terms and conditions of the Loan Agreement; 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, each of the Pledgors is (a) either a direct or indirect Subsidiary (as defined in the Loan Agreement) of the Borrower, (b) or the Borrower and each Pledgor will realize substantial direct and indirect benefits as a result of the extension of credit to the Borrower pursuant to the Loan Agreement; and

WHEREAS, it is a condition precedent to the closing of the Loan 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, (a) the obligations of the Pledgors arising from this Agreement, the Loan Agreement and the other Loan Documents and (b) all Obligations (as defined in the Loan Agreement) (including, without limitation, all AMC Obligations and all RMH Obligations) 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 or any Guarantor, whether or not such claim is allowed in such Insolvency Proceeding) ((a) and (b) being hereinafter referred to as the "Secured Obligations");

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto each hereby agree that the Prior RMH Trademark Security Agreement and the Prior AMC Trademark Security Agreement are consolidated and amended and restated to read 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.

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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

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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 PTO).

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 (other than Liens of record in favor of The Toronto Dominion Bank); 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 Commitments 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

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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 Commitments 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:

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(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 Commitments 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

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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, take reasonable and appropriate action, including, but not limited to, bringing 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.

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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.

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

PLEDGORS:

AMERICAN MOVIE CLASSICS HOLDING CORPORATION

AMC II HOLDING CORPORATION

AMERICAN MOVIE CLASSICS III HOLDING CORPORATION

AMERICAN MOVIE CLASSICS IV HOLDING CORPORATION

IFC HOLDING CORPORATION

IFC HOLDING II CORPORATION

IFC HOLDING III CORPORATION

RNC HOLDING CORPORATION

RNC II HOLDING CORPORATION

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.

AMC PRODUCTIONS, INC.

WE: WOMEN'S ENTERTAINMENT PRODUCTIONS, INC.

IFC PROGRAMMING, INC.

FUSE PROGRAMMING INC.

By: _____ US
Name: John Bier
Title: Authorized Signatory
of each of the above-named corporations

[SIGNATURES CONTINUED ON NEXT PAGE]

TRADEMARK
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RAINBOW NETWORK COMMUNICATIONS

By: RNC II Holding Corporation, its managing general partner

By: _____ US
Name: John Bier
Title: Authorized Signatory

IFC ENTERTAINMENT LLC

IFC FILMS LLC

IFC PRODUCTIONS I L.L.C.

IFC THEATRES, LLC

RAINBOW FILM HOLDINGS LLC

FUSE HOLDINGS LLC

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

By: _____ US
Name: John Bier
Title: Authorized Signatory

NEWS 12 NEW JERSEY L.L.C.

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

By: _____ US
Name: John Bier
Title: Authorized Signatory

NEWS 12 THE BRONX, L.L.C.

By: News 12 The Bronx Holding Corporation, its member

By: _____ US
Name: John Bier
Title: Authorized Signatory

[SIGNATURES CONTINUED 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

AMC MOVIE COMPANION LLC

MONSTERS VOD SERVICES LLC

AMC NEW MEDIA LLC

AMERICAN POP, LLC

AMC FILM HOLDINGS LLC

WE: WOMEN'S ENTERTAINMENT LLC

By: American Movie Classics Company, as sole member of each of the above-named limited liability companies

By: American Movie Classics Holding Corporation, as managing general partner of American Movie Classics Company

By: _____ US
Name: John Bier
Title: Authorized Signatory

AMERICAN MOVIE CLASSICS COMPANY

By: American Movie Classics Holding Corporation, as managing general partner

By: _____ US
Name: _____
Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

TRADEMARK
REEL: 002914 FRAME: 0202

WE NEW MEDIA LLC

SHOREWOOD DRIVE DEVELOPMENT LLC

By: WE: Women's Entertainment LLC, as sole member of each of the above-named limited liability companies

By: American Movie Classics Company, as sole member of WE: Women's Entertainment LLC

By: American Movie Classics Holding Corporation, as managing general partner of American Movie Classics Company

By: _____ US
Name: John Bier
Title: Authorized Signatory

IFC VOD SERVICES LLC

IFC DIGITAL MEDIA LLC

By: The Independent Film Channel LLC, as sole member of each of the above-named limited liability companies

By: IFC Holding Corporation, as managing member of The Independent Film Channel LLC

By: _____ US
Name: John Bier
Title: Authorized Signatory

THE INDEPENDENT FILM CHANNEL LLC

By: IFC Holding Corporation, as managing member

By: _____ US
Name: John Bier
Title: Authorized Signatory

[SIGNATURES CONTINUED ON NEXT PAGE]

TRADEMARK
REEL: 002914 FRAME: 0203

FUSE NETWORKS LLC

By: FUSE Holdings LLC, as sole member of FUSE Networks LLC

By: Rainbow Media Holdings LLC, as sole member of FUSE Holdings LLC

By: _____ US
Name: John Bier
Title: Authorized Signatory

RAINBOW MEDIA HOLDINGS LLC

By: CSC Holdings, Inc., its sole member

By: _____ US
Name: John Bier
Title: Authorized Signatory

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), INC.

By: _____
Name: _____
Title: _____

FUSE NETWORKS LLC

By: FUSE Holdings LLC, as sole member of FUSE Networks LLC

By: Rainbow Media Holdings LLC, as sole member of FUSE Holdings LLC

By: _____
Name: _____
Title: _____

RAINBOW MEDIA HOLDINGS LLC

By: CSC Holdings, Inc., its sole member

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), INC.

By: _____
Name: NEVA NESBITT
Title: VICE PRESIDENT

DEC. 18. 2006 TD TEXAS 713 951 0033 NO. 0481 P. 6

TRADEMARK
REEL: 002914 FRAME: 0205

SCHEDULE
AMERICAN MOVIE CLASSICS COMPANY
MARKS NOT HANDLED BY DARBY & DARBY P.C.

Trademark Report By Mark
Country: US
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
AMERICAN MOVIE CLASSICS	12/3/1990	74/120,836	9/8/1992	1,714,262	Renewed	Toronto Dominion Bank and Toronto Dominion (Texas), Inc.
THE MOVIEMAKERS	3/5/1992	74/252,959	8/23/1994	1,851,223	Section 8 accepted & acknowledged 11/16/2000	Toronto Dominion Bank and Toronto Dominion (Texas), Inc.
MATINEE CLASSICS	4/1/1992	74/261,956	5/3/1994	1,834,939	Section 8 & 15 accepted & acknowledged 7/12/2000	Toronto Dominion Bank and Toronto Dominion (Texas), Inc.
AMC	10/2/1992	74/319,813	7/11/1995	1,904,651	Section 8 & 15 accepted & acknowledged 8/18/2001	Toronto Dominion (Texas), Inc.
WE BRING BACK THE FEELING	10/2/1992	74/319,819	9/14/1993	1,793,001	Final deadline to file renewal 3/14/2004	Toronto Dominion (Texas), Inc.
AMC and Design	10/2/1992	74/319,825	11/16/1993	1,804,799	Renewal due 11/16/2003; documents appear to have been filed	Toronto Dominion (Texas), Inc.
FAMILY PORTRAITS	3/7/1995	74/645,854	2/3/1998	2,134,772	Registered	Toronto Dominion (Texas), Inc.

TRADEMARK
REEL: 002914 FRAME: 0206

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
GOTTA DANCE!	3/21/1995	74/649,796	8/26/1997	2,091,744	Final deadline to file § 8 2/26/2004	Toronto Dominion (Texas), Inc.
HOLLYWOOD FASHION MACHINE	4/13/1995	74/661,534	9/9/1997	2,094,036	Final deadline to file § 8 3/9/2004	Toronto Dominion (Texas), Inc.
AMC'S HOLLYWOOD REPORT	5/30/1995	74/681,427	10/28/1997	2,109,506	Final deadline to file § 8 4/28/2004	Toronto Dominion (Texas), Inc.
WHERE THE STARS TOUCH YOU	1/18/1996	75/045,559	9/30/1997	2,102,100	Final deadline to file § 8 3/30/2004	Toronto Dominion (Texas), Inc.
ISN'T IT ROMANTIC	3/11/1996	75/069,897	10/7/1997	2,104,167	Final deadline to file § 8 4/7/2004	Toronto Dominion (Texas), Inc.
HOMEWARD BOUND	8/7/1996	75/146,379	8/26/1997	2,091,086	Final deadline to file § 8 2/26/2004	Toronto Dominion (Texas), Inc.
UNSCRIPTED HOLLYWOOD	8/7/1996	75/146,380	4/20/1999	2,240,090	Registered	Toronto Dominion (Texas), Inc.
* CINEMANIA	11/6/2002	78/182,498			Pending	Toronto Dominion (Texas), Inc.
* THE WRONG COAST	11/1/2002	78/181,032			Notice of Allowance issued 8/26/2003; Statement of Use or Extension Request due 2/26/2004	Toronto Dominion (Texas), Inc.

TRADEMARK
REEL: 002914 FRAME: 0207

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
* MOVIE WARS	9/5/2002	78/160,894			Published 11/25/2003	Toronto Dominion (Texas), Inc.
AMC TV FOR MOVIE PEOPLE	8/23/2002	78/157,258			Pending - approved for publication	Toronto Dominion (Texas), Inc.
* AMC and Design	8/2/2002	78/150,205			Published 10/14/2003 subject of litigation with American Multi-Cinema, Inc.	Toronto Dominion (Texas), Inc.
* GEN NEXT	7/24/2002	78/147,117			Published - 11/18/2003	Toronto Dominion (Texas), Inc.
* MOVIE MOOD RING	7/2/2002	78/140,578			Notice of Allowance issued 9/16/2003; Statement of Use or Extension Request due 3/16/2004	Toronto Dominion (Texas), Inc.
* MOVIE JACKPOT	7/2/2002	78/140,576			Notice of Allowance issued 9/16/2003; Statement of Use or Extension Request due 3/16/2004	Toronto Dominion (Texas), Inc.

* 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 been filed at the PTO.

TRADEMARK
REEL: 002914 FRAME: 0208

SCHEDULE
THE INDEPENDENT FILM CHANNEL LLC (02678)
MARKS HANDLED BY DARBY & DARBY P.C.

Trademark Report By Mark
Country: US
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
ALL ACCESS (300F764US0)	9/14/1999	75/799,085	9/3/2002	2,613,708	Registered	Toronto Dominion (Texas), Inc.
IFC RANT (300F728US0)	8/20/1999	75/781,168	10/15/2002	2,635,967	Registered	Toronto Dominion (Texas), Inc.
IFC RANT (300F728US1)	8/20/1999	75/981,505	7/30/2002	2,602,020	Registered	Toronto Dominion (Texas), Inc.
ESCAPE FROM HOLLYWOOD (300F882US0)	10/28/1999	75/833,868	12/5/2000	2,410,487	Registered	Toronto Dominion (Texas), Inc.
NEXT WAVE FILMS (300F162US0)	1/6/1999	75/616,548	1/28/2003	2,679,316	Registered	Toronto Dominion (Texas), Inc.
N and Design (300F163US0)	1/6/1999	75/616,547	11/16/1999	2,292,910	Registered	Toronto Dominion (Texas), Inc.

TRADEMARK
REEL: 002914 FRAME: 0209

SCHEDULE
WE: WOMEN'S ENTERTAINMENT LLC (02632)
MARKS HANDLED BY DARBY & DARBY P.C.

Trademark Report By Mark
Country: US
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
EVERYDAY ELEGANCE (300E779US0)	5/28/1998	75/491,984	1/18/2000	2,308,650	Registered	Toronto Dominion (Texas), Inc.
INSIDE BRIDES (300E412US0)	4/13/1998	75/467,301	6/15/1999	2,253,447	Registered	Toronto Dominion (Texas), Inc.
JOURNEY WOMEN: OFF THE MAP (300G456US0)	5/22/2000	76/053,974	11/5/2002	2,645,093	Registered	Toronto Dominion (Texas), Inc.
LIFE AS IT SHOULD BE (300F031US0)	9/16/1998	75/554,274	10/31/2000	2,400,713	Registered	Toronto Dominion (Texas), Inc.
ME TIME (300K096US0)	9/5/2002	78/160,902			Published 10/21/2003	Toronto Dominion (Texas), Inc.
ME TIME and Design (300K186US0)	10/28/2002	78/179,172			Published 11/25/2003	Toronto Dominion (Texas), Inc.
ROMANCE CLASSICS & Design (300E043US1)	9/26/1997	75/363,711	12/28/1999	2,303,315	Registered	Toronto Dominion (Texas), Inc.

TRADEMARK
REEL: 002914 FRAME: 0210

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
ROMANCING AMERICA **(300E413US0)**	2/25/1998	75/440,348	1/11/2000	2,306,999	Registered	Toronto Dominion (Texas), Inc.
ROYAL FAMILIES OF THE WORLD **(300F094US0)**	10/2/1998	75/564,098	11/9/1999	2,291,752	Registered	Toronto Dominion (Texas), Inc.
STYLE SOLUTION **(300F617US0)**	7/17/2001	76/286,471	1/28/2003	2,680,029	Registered	Toronto Dominion (Texas), Inc.
THE CLUELESS GUY **(300F787US0)**	9/8/1999	75/796,498	7/24/2001	2,471,027	Registered	Toronto Dominion (Texas), Inc.
*** WE WOMEN'S ENTERTAINMENT** **(300H027US0)**	11/16/2000	76/166,645			Suspended pending conclusion of litigation	Toronto Dominion (Texas), Inc.
*** WE WOMEN'S ENTERTAINMENT (stylized)** **(300H013US0)**	11/16/2000	76/166,644			Suspended pending conclusion of litigation	Toronto Dominion (Texas), Inc.
WHEN I WAS A GIRL **(300J232USO)**	2/1/2002	78/106,246	2/11/2003	2,686,647	Registered	Toronto Dominion (Texas), Inc.

* 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 been filed at the PTO.

SCHEDULE
AMERICAN MOVIE CLASSICS COMPANY TRADEMARKS
MARKS NOT HANDLED BY DARBY & DARBY P.C.

Trademark Report By Mark
Country: Foreign
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS
AMERICAN MOVIE CLASSICS (Canada)	10/30/1997	860265	4/7/1999	TMA510522	Registered
AMERICAN MOVIE CLASSICS and Design (Canada)	10/30/1997	860266	4/7/1999	TMA510481	Registered
AMERICAN POP! (Canada)	5/1/1998	877213	11/26/2001	TMA554444	Registered
AMC'S AMERICAN POP! (stylized) (United Kingdom)	9/29/1998	2178372	4/28/2000	2178372	Registered

TRADEMARK
REEL: 002914 FRAME: 0212

SCHEDULE
THE INDEPENDENT FILM CHANNEL LLC
MARKS NOT PROSECUTED BY DARBY & DARBY P.C.

Trademark Report By Mark
Country: US
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
INDEPENDENT FILM CHANNEL	3/10/1997	75/254,967	1/18/2000	2,308,189		Toronto Dominion (Texas), Inc.
***IFC**	3/10/1997	75/254,968			Published - Opposition Pending Opposer: Int'l Finance Corp. 9/18/1998	Toronto Dominion (Texas), Inc.
***IFC**	3/10/1997	75/254,970			Published - Opposition Pending Opposer: Int'l Finance Corp. 10/6/1998	Toronto Dominion (Texas), Inc.
WORLD CINEMA	7/7/1993	74/410,426	9/19/1995	1,921,180	Section 8 & 15- accepted and acknowledged 10/6/01	Toronto Dominion (Texas), Inc.
IFC (stylized)	5/23/2002	76/413,338			Pending	Toronto Dominion (Texas), Inc.
***IFC ON DEMAND**	7/24/2002	78/147,126			Published 12/2/03	Toronto Dominion (Texas), Inc.

TRADEMARK
REEL: 002914 FRAME: 0213

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
***IFC ON DEMAND**	7/16/2003	78/274,874			Pending	
*** UNCENSORED ON DEMAND**	4/22/2003	78/240,613			Pending	
*** IFC UNCENSORED!**	3/17/2003	78/226,521			Pending	
*** AS INDEPENDENT AS YOU WANT TO BE**	3/13/2003	78/225,201			Published 12/2/2003	

* 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 been filed at the PTO.

TRADEMARK
REEL: 002914 FRAME: 0214

SCHEDULE

RAINBOW MEDIA HOLDINGS, LLC MARKS

Trademark Report By Mark
Country: US
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
RAINBOW	4/18/1991	74/158,531	10/6/1992	1,722,594	Renewed	Toronto Dominion (Texas), Inc.
RAINBOW and Design **(Our Ref. 01106/300H762)**	9/27/1995	74/734,682	8/12/1997	2,088,172	§ 8 & 15 accepted and acknowledged 6/12/2003	Toronto Dominion (Texas), Inc.
***RAINBOW MEDIA**	5/22/2002	76/412,175			Published - 12/10/2002 Opposition by Rainbow Media, Inc. terminated 11/13/2003	Toronto Dominion (Texas), Inc.
SPORTSCHANNEL NEW ENGLAND	2/20/1996	75/061,399	9/16/1997	2,096,698	Final deadline for filing § 8 3/16/2004	
SPORTS CHANNEL	2/20/1996	75/061,396	9/18/2001	2,490,997	Registered	
SPORTSCHANNEL OHIO	2/20/1996	75/061,395	9/16/1997	2,096,697	Final deadline for filing § 8 3/16/2004	
SPORTSCHANNEL PACIFIC	2/20/1996	75/061,394	10/28/1997	2,108,290	Final deadline for filing § 8 4/28/2004	
SPORTSCHANNEL NEW YORK	2/20/1996	75/061,393	9/16/1997	2,096,696	Final deadline for filing § 8 3/16/2004	
SCHOOLYARD JAM	2/20/1996	75/061,392	11/10/1998	2,203,109	Registered	
SPORTSCHANNEL	4/30/1990	74/054,353	11/26/1996	2,018,554	§ 8 & 15 accepted and acknowledged 3/25/2003	

TRADEMARK
REEL: 002914 FRAME: 0215

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
SPORTSCHANNEL	4/18/1996	75/090,564	10/28/1997	2,108,410	§ 8 due 10/28/2003, documents appear to have been filed 10/23/2003	
SCHOOLYARD JAM and Design	4/2/1996	75/082,565	11/24/1998	2,206,019	Registered	
SPORTSCHANNEL CHICAGO	2/20/1996	75/068,571	9/16/1997	2,096,739	Final deadline for filing § 8 3/16/2004	
SPORTSCHANNEL PHILADELPHIA	2/20/1996	75/061,878	9/16/1997	2,096,707	Final deadline for filing § 8 3/16/2004	
SPORTSCHANNEL CINCINNATI	2/20/1996	75/061,875	10/28/1997	2,108,293	Final deadline for filing § 8 4/28/2004	
S and Design	2/20/1996	75/061,874	8/12/1997	2,087,087	§ 8 accepted 10/2/2003	
SPORTSCHANNEL FLORIDA	2/20/1996	75/061,873	9/16/1997	2,096,706	Final deadline for filing § 8 3/16/2004	
***GUY TV** **(Our Ref. 01106/300E424)**	1/21/1998	75/420,962			Notice of Allowance issued 10/23/2001; Statement of Use or final Extension request due 4/23/2004	
RAINBOW SPORTS NETWORK **(Our Ref. 01106/300K546)**	3/31/2003	78/231,841			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 been filed at the PTO.

TRADEMARK
REEL: 002914 FRAME: 0216

SCHEDULE
FUSE NETWORKS LLC (03579)

Trademark Report By Mark
Country: US
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
MIXTAPE MIXDOWN (300J245US0)	2/21/2002	76/374,224			Statement of Use accepted 11/17/2003	Toronto Dominion (Texas), Inc.
OVEN FRESH (300H499US0)	5/1/2001	76/249,778	11/5/2002	2,647,019	Registered	Toronto Dominion (Texas), Inc.
RANDOM INTELLIGENCE (300H568US0)	5/21/2001	76/260,304	11/5/2002	2,647,047	Registered	Toronto Dominion (Texas), Inc.
*** FUSE MUSIC TELEVISION**	11/11/2002	78/183,709			Published - Opposition Pending Opposer: Viacom International, Inc. 11/12/2003	Toronto Dominion (Texas), Inc.
*** FUSE TELEVISION**	11/11/2002	78/183,703			Notice of Allowance issued: 9/23/2003 Statement of Use or Extension Request due 3/23/2004	Toronto Dominion (Texas), Inc.

TRADEMARK
REEL: 002914 FRAME: 0217

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
* FUSE MUSIC	11/11/2002	78/183,699			Notice of Allowance issued: 9/23/2003 Statement of Use or Extension Request due 3/23/2004	Toronto Dominion (Texas), Inc.
* MUSIC FUSE TELEVISION	11/11/2002	78/183,652			Notice of Allowance issued: 9/23/2003 Statement of Use or Extension Request due 3/23/2004	Toronto Dominion (Texas), Inc.
* MUSIC FUSE	11/11/2002	78/183,648			Notice of Allowance issued: 9/23/2003 Statement of Use or Extension Request due 3/23/2004	Toronto Dominion (Texas), Inc.
* FUSE	11/11/2002	78/183,640			Notice of Allowance issued: 9/2/2003 Statement of Use or Extension Request due 3/2/2004	Toronto Dominion (Texas), Inc.
* 4PLAY	10/30/2002	78/180,247			Published 7/22/2003	Toronto Dominion (Texas), Inc.
* 4P and Design	10/30/2002	78/180,246			Notice of Allowance issued: 10/14/2003 Statement of Use or Extension Request due 4/14/2004	Toronto Dominion (Texas), Inc.

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
* IMX INTERACTIVE MUSIC EXCHANGE	6/21/2002	76/424.144			Published 7/29/2003	Toronto Dominion (Texas), Inc.
* IMX (stylized)	6/21/2002	76/424,143			Notice of Allowance issued: 6/24/2003 Statement of Use or Extension Request due 12/24/2003	Toronto Dominion (Texas), Inc.
* IMX	6/21/2002	76/424,142			Notice of Allowance issued: 9/2/2003 Statement of Use or Extension Request due 3/2/2004	Toronto Dominion (Texas), Inc.
* IMX PLAY THE MUSIC (stylized)	6/10/2002	76/419,352			Published 7/15/2003	Toronto Dominion (Texas), Inc.
* CLASS DISMISSED	5/14/2002	76/407,524			Notice of Allowance issued: 9/30/2003 Statement of Use or Extension Request due 3/30/2004	Toronto Dominion (Texas), Inc.
* FUSE AMPLIFIED GUIDE	10/1/2003	78/308,271			Pending	
* GIRLS ON GIRLS (stylized)	7/17/2003	78/275,435			Pending	
* MORE MUSIC THAN THE LEADING BRAND	7/15/2003	78/274,242			Pending	

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
* Design	7/8/2003	78/271,736			Pending	
* URANIUM and Design	7/8/2003	78/271,732			Pending	
* PEANUT BUTTER AND JELLY	6/27/2003	78/268,142			Pending	
* WHAT THE F	7/7/2003	78/262,987			Pending	
* WTF?	6/5/2003	78/258,881			Pending	
* WATCH THE FUSE	5/30/2003	78/256,392			Pending	
* FUSEBOX	4/29/2003	78/243,481			Pending	
* FUSE BOX	4/29/2003	78/243,478			Pending	
* FUSE and Design	3/20/2003	78/234,973			Pending - approved for publication	
* HEAR 1st and Design	3/20/2003	78/228,194			Pending - approved for publication	

* 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 been filed at the PTO

TRADEMARK
REEL: 002914 FRAME: 0220

SCHEDULE
THE INDEPENDENT FILM CHANNEL LLC
FOREIGN TRADEMARKS MARKS NOT HANDLED BY DARBY & DARBY P.C.

Trademark Report By Mark
Country: Canada
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS
IFC	2/20/1998	869978			Opposition pending-International Finance Corporation
IFC INDEPENDENT FILM CHANNEL	5/19/1998	878832			Pending
INDEPENDENT FILM CHANNEL	5/19/1998	878833			Pending
IFCC	4/7/2000	1054461			Pending
INDEPENDENT FILM CHANNEL CANADA	4/7/2000	1054462			Pending
IFC CANADA	4/7/2000	1054463			Pending
INDEPENDENT FILM CANADA	3/14/2001	1095933			Pending

TRADEMARK
REEL: 002914 FRAME: 0221

SCHEDULE
AMERICAN MOVIE CLASSICS COMPANY (01258)
MARKS HANDLED BY DARBY & DARBY P.C.

Trademark Report By Mark
Country: US
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
AMC BEHIND THE SCREEN (300E870US0)	6/30/1998	75/511,403	3/14/2000	2,328,085	Registered	Toronto Dominion (Texas), Inc.
AMC EFX (300F701US0)	7/29/1999	75/763,174	5/21/2002	2,571,887	Registered	Toronto Dominion (Texas), Inc.
AMC NETWORKS (300F264US0)	2/16/1999	75/643,399	2/29/2000	2,324,067	Registered	Toronto Dominion (Texas), Inc.
AMERICAN POP! (300E717US0)	4/30/1998	75/477,396	10/5/1999	2,284,228	Registered	Toronto Dominion (Texas), Inc.
BACKSTORY (300E912US0)	7/31/1998	75/528,922	1/18/2000	2,310,053	Registered	Toronto Dominion (Texas), Inc.
CREDIT ROLE (300F530US0)	6/1/1999	75/717,814	7/3/2001	2,466,412	Registered	Toronto Dominion (Texas), Inc.

TRADEMARK
REEL: 002914 FRAME: 0222

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
GREAT MOVIES, AND THE STORIES BEHIND THEM **(300G689USO)**	6/26/2000	76/078,112	10/8/2002	2,630,010	Registered	Toronto Dominion (Texas), Inc.
HOLLYWOOD LIVES AND LEGENDS **(300H025USO)**	11/16/2000	76/166,635	2/19/2002	2,541,974	Registered	Toronto Dominion (Texas), Inc.
LEGENDARY HOLLYWOOD HOMES **(300H007US0)**	12/5/2000	76/179,609	10/2/2001	2,494,453	Registered	Toronto Dominion (Texas), Inc.
MICROWAVE MOVIE **(300F619US0)**	6/23/1999	75/734,258	10/23/2001	2,500,801	Registered	Toronto Dominion (Texas), Inc.
MONSTERFEST **(300E445US0)**	2/4/1998	75/428,497	1/25/2000	2,310,438	Registered	Toronto Dominion (Texas), Inc.
*** MOVIE TRAILER** **(300J253US0)**	2/6/2002	78/107,080			Notice of Allowance issued: 12/24/2002 Statement of Use or Extension Request due 12/24/2003	Toronto Dominion (Texas), Inc.

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
MUCH MORE MOVIE **(300K507US0)**	3/19/2003	78/227,448			Pending	
NEW AMC LOGO **(300F336US0)**	3/9/1999	75/656,610	2/29/2000	2,324,204	Registered	Toronto Dominion (Texas), Inc.
THE LOT **(300E863US0)**	6/29/1998	75/510,211	2/8/2000	2,317,360	Registered	Toronto Dominion (Texas), Inc.
THE PHANTOM EYE **(300F744US0)**	8/20/1999	75/781,165	6/12/2001	2,460,360	Registered	Toronto Dominion (Texas), Inc.

* 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 been filed at the PTO.

SCHEDULE
WE: WOMEN'S ENTERTAINMENT LLC
MARKS NOT HANDLED BY DARBY & DARBY P.C.

Trademark Report By Mark
Country: US
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
ROMANCE CLASSICS	9/9/1994	74/571,805	3/19/1996	1,962,836	Section 8 & 15 - accepted and acknowledged 8/24/2001	Toronto Dominion (Texas), Inc.
ROMANCE CLASSICS	4/1/1992	74/261,955	3/14/1995	1,884,000	Section 8 & 15 - accepted and acknowledged 11/9/2001	The Toronto Dominion Bank; Toronto Dominion (Texas), Inc.
*** ROCKTALK**	11/7/2002	78/182,930			Pending	Toronto Dominion (Texas), Inc.
SHE HOUSE CINEMA	10/29/2002	78/179,349			Pending - approved for publication	Toronto Dominion (Texas), Inc.
*** ULTIMATE SHE HOUSE**	8/22/2002	78/156,785			Published 8/26/2003	Toronto Dominion (Texas), Inc.
*** SHE HOUSE**	8/22/2002	78/156,780			Published 8/26/2003	Toronto Dominion (Texas), Inc.
*** DISCOVER A NEW YOU**	8/22/2002	78/151,757			Notice of Allowance issued: 6/17/2003 Statement of Use or Extension Request due 12/17/2003	Toronto Dominion (Texas), Inc.

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MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
* LIVE LOVE LAUGH	8/5/2002	78/151,046			Pending	Toronto Dominion (Texas), Inc.
* SINGLE IN THE CITY and Design	6/5/2002	76/414,943			Pending	Toronto Dominion (Texas), Inc.
* SINGLE IN THE HAMPTONS and Design	6/5/2002	76/414,942			Pending	Toronto Dominion (Texas), Inc.
* MIX IT UP	8/14/2003	78/282,253			Pending	
* THE TINSLEY BUMBLE SHOW	5/12/2003	78/248,718			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 been filed at the PTO.

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REEL: 002914 FRAME: 0226

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