

8/30/04

09-02-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



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

RF  
102828439

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

WE: Women's Entertainment LLC

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

Citizenship (see guidelines) Delaware

Execution Date(s) August 20, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank

Internal Address: As Administrative Agent

Street Address: 1111 Fannin, 8th Floor

City: Houston

State: Texas

Country: US Zip: 77002-8301

Association Citizenship Delaware

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See attached schedule

B. Trademark Registration No.(s)  
See attached schedule

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached schedule

5. Name & 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: Georgia Zip: 30308-2222

Phone Number: 404-815-2301

Fax Number: 404-685-5301

Email Address: donnahunter@paulhastings.com

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 690.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number 16-0752

Authorized User Name Donna Hunter

9. Signature: Donna J. Hunter

Donna J. Hunter

Signature

August 27, 2004

Date

Total number of pages including cover sheet, attachments, and document: 36

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/01/2004 ECOOPER 00000033 74571805

01 FC:8521  
02 FC:8522

40.00 OP  
650.00 OP

TRADEMARK  
REEL: 003040 FRAME: 0226

SCHEDULE  
WE: WOMEN'S ENTERTAINMENT LLC  
MARKS FOR AUGUST 2004 FINANCING

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	3/30/2004	2,827,826	Registered	Toronto Dominion (Texas), Inc.
SHE HOUSE	8/22/2002	78/156,780			Statement of Use processed; Registration review complete 6/10/2004	Toronto Dominion (Texas), Inc.

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
* SINGLE IN THE CITY and Design	6/5/2002	76/414,943			Published - 5/4/2004	Toronto Dominion (Texas), Inc.
* SINGLE IN THE HAMPTONS and Design	6/5/2002	76/414,942			Published - 5/4/2004	Toronto Dominion (Texas), Inc.
MIX IT UP	8/1/2003	78/282,253			Published - 6/22/2004	
* THE TINSLEY BUMBLE SHOW	5/12/2003	78/248,718			Published- 7/27/2004	
* SAVVY	6/10/2004	78/433,406			Pending	
* WE TURNING POINT	1/20/2004	78/354,317			Pending	
* MEN WE LOVE	1/6/2004	78/348,148			Pending	
* TAKE MY KIDS PLEASE!	1/6/2004	78/348,142			Pending	

\* These marks are TTU 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 SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of this 20th day of August 2004, by and among each of the parties listed on the signature pages hereof as pledgors (collectively, the "Pledgors" and each individually, a "Pledgor") and JPMORGAN CHASE BANK, in its capacity as administrative agent for the Credit Parties (as defined in the Loan Agreement described below) (the "Administrative Agent").

### WITNESSETH:

WHEREAS, Rainbow National Services LLC, a Delaware limited liability company (the "Borrower") is a party to that certain Loan Agreement dated as of August 20, 2004 (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, the Borrower, the Guarantors (as defined in the Loan Agreement) party thereto, 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, 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, the other Loan Documents, and the Credit Party Interest Hedge Agreements and (b) all Obligations (as defined in the Loan Agreement) under the Loan Agreement (including, without limitation, any interest, fees and other charges in respect of the Loan Agreement, the other Loan Documents, and the Credit Party Interest Hedge Agreements 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 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 Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Credit Parties, pursuant to the Security Agreement. The Security 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 listed on Schedule 2 attached hereto and by reference made a part hereof, 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 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. Representations, Warranties and Covenants of the Pledgors. Each Pledgor hereby represents, 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 and Schedule 2, respectively, 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 identified on Schedule 2, 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 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 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 (i) to 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(a) hereof or under this paragraph 8, (ii) to modify this Agreement by amending Schedule 2 to include any rights under any License agreement under paragraph 4(b) hereof or under this paragraph 8, and (iii) 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.

Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules 1 or 2 shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademarks and Licenses, whether or not listed on Schedules 1 and 2.

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. Each Pledgor hereby acknowledges and agrees that such notice, when given, shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the Uniform Commercial Code, as in effect from time to time in any applicable jurisdiction. 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 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 suit in its own name to enforce the Trademarks owned by it against any infringement, misappropriation or dilution by a third party 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. The Pledgors acknowledge and agree that the Credit Parties shall have no duties with respect to the Trademarks, or Licenses. Without limiting the generality of this Section 14, the Pledgors acknowledge and agree that none of the

Credit Parties shall be under any obligation to take any steps necessary to preserve rights in the Trademarks, or Licenses against any other Person, but any Credit Party may do so at its option from and after the occurrence of an Event of Default . 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:**

**AMC PRODUCTIONS, INC.**

**WE: WOMEN'S ENTERTAINMENT PRODUCTIONS, INC.**

**IFC PROGRAMMING, INC.**

**AMERICAN MOVIE CLASSICS IV HOLDING CORPORATION**

By:  vs  
Name: Joshua Sapan  
Title: Chief Executive Officer  
of each of the above-named corporations

**RNS CO-ISSUER CORPORATION**

By: \_\_\_\_\_ vs  
Name: Thomas C. Dolan  
Title: President & Chief Executive Officer

**AMC MOVIE COMPANION LLC**

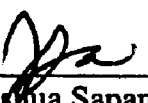
**MONSTERS VOD SERVICES LLC**

**AMC NEW MEDIA LLC**

**AMC FILM HOLDINGS LLC**

**WE: WOMEN'S ENTERTAINMENT LLC**

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

By:   
Name: Joshua Sapan  
Title: Chief Executive Officer

GUARANTORS:

**AMC PRODUCTIONS, INC.**

**WE: WOMEN'S ENTERTAINMENT  
PRODUCTIONS, INC.**

**IFC PROGRAMMING, INC.**

**AMERICAN MOVIE CLASSICS IV HOLDING  
CORPORATION**

By: \_\_\_\_\_ v/s

Name: Joshua Sapan

Title: Chief Executive Officer

of each of the above-named corporations

**RNS CO-ISSUER CORPORATION**

By: \_\_\_\_\_

Name: Thomas C. Dolan

Title: President & Chief Executive Officer

**AMC MOVIE COMPANION LLC**

**MONSTERS VOD SERVICES LLC**

**AMC NEW MEDIA LLC**

**AMC FILM HOLDINGS LLC**

**WE: WOMEN'S ENTERTAINMENT LLC**

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

By: \_\_\_\_\_

Name: Joshua Sapan

Title: Chief Executive Officer

**AMERICAN MOVIE CLASSICS COMPANY LLC**

By: \_\_\_\_\_

Name: Joshua Sapan

Title: Manager

[SIGNATURES CONTINUED ON NEXT PAGE]

**AMERICAN MOVIE CLASSICS COMPANY  
LLC**

By:   
Name: Joshua Sapan  
Title: Manager

**WE NEW MEDIA LLC**

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

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

By:   
Name: Joshua Sapan  
Title: Chief Executive Officer

**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: Rainbow National Services LLC, as sole member of The Independent Film Channel LLC

By:   
Name: Joshua Sapan  
Title: Chief Executive Officer



**THE INDEPENDENT FILM CHANNEL LLC**

By: Rainbow National Services LLC, its sole member

By: \_\_\_\_\_  
Name: Joshua Sapan  
Title: President & Chief Executive Officer

**RAINBOW NATIONAL SERVICES LLC**

By: \_\_\_\_\_  
Name: Joshua Sapan  
Title: President & Chief Executive Officer

**RAINBOW PROGRAMMING HOLDINGS LLC**

By: \_\_\_\_\_  
Name: Thomas C. Dolan  
Title: President & Chief Executive Officer

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK.**

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

**THE INDEPENDENT FILM CHANNEL LLC**

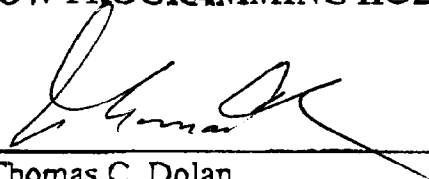
By: Rainbow National Services LLC, its sole member

By: \_\_\_\_\_  
Name: Joshua Sapan  
Title: President & Chief Executive Officer

**RAINBOW NATIONAL SERVICES LLC**

By: \_\_\_\_\_  
Name: Joshua Sapan  
Title: President & Chief Executive Officer

**RAINBOW PROGRAMMING HOLDINGS LLC**

By:  \_\_\_\_\_  
Name: Thomas C. Dolan  
Title: President & Chief Executive Officer

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK.**


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

**RAINBOW NATIONAL SERVICES LLC**

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

**ADMINISTRATIVE  
AGENT:**

**JPMORGAN CHASE BANK**

By:  \_\_\_\_\_  
Name: Joan M. Fitzgibbon  
Title: Managing Director

SCHEDULE  
 AMERICAN MOVIE CLASSICS COMPANY  
 MARKS FOR AUGUST 2004 FINANCING

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 MOVIE MAKERS	3/5/1992	74/252,959	8/23/1994	1,851,223	§ 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	Final deadline to file renewal 11/3/2004	Toronto Dominion Bank and Toronto Dominion (Texas), Inc.
AMC	10/2/1992	74/319,813	7/11/1995	1,904,651	§ 8 & 15 accepted & acknowledged 8/18/2001	Toronto Dominion (Texas), Inc.
AMC and Design	10/2/1992	74/319,825	11/16/1993	1,804,799	Renewed	Toronto Dominion (Texas), Inc.
FAMILY PORTRAITS	3/7/1995	74/645,854	2/3/1998	2,134,772	Final deadline to file § 8 8/3/2004	Toronto Dominion (Texas), Inc.

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
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 8/26/2004	Toronto Dominion (Texas), Inc.
* MOVIE WARS	9/5/2002	78/160,894			Notice of Allowance issued 2/17/2004; Statement of Use or Extension Request due 8/17/2004	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			Statement of Use approved May 27, 2004; Registration review complete	Toronto Dominion (Texas), Inc.



SCHEDULE  
 AMERICAN MOVIE CLASSICS COMPANY (01258)  
 MARKS FOR AUGUST 2004 FINANCING

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.

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 (300H007USO)	12/5/2000	76/179,609	10/2/2001	2,494,453	Registered	Toronto Dominion (Texas), Inc.
MICROWAVE MOVIE (300F619USO)	6/23/1999	75/734,258	10/23/2001	2,500,801	Registered	Toronto Dominion (Texas), Inc.
MONSTERFEST (300E445USO)	2/4/1998	75/428,497	1/25/2000	2,310,438	Registered	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.

TRADEMARK  
REEL: 003040 FRAME: 0250



SCHEDULE  
THE INDEPENDENT FILM CHANNEL LLC  
MARKS FOR AUGUST 2004 FINANCING

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	Registered	Toronto Dominion (Texas), Inc.
*IFC	3/10/1997	75/254,968			Published - Opposition terminated 6/10/2004	Toronto Dominion (Texas), Inc.
*IFC	3/10/1997	75/254,970			Published - Opposition terminated 6/14/2004	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	6/15/2004	2,855,050	Registered	Toronto Dominion (Texas), Inc.

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
*IFC ON DEMAND	7/16/2003	78/274,874			Notice of Allowance Issued 6/29/2004; Statement of Use or Extension Request due 12/29/2004	
UNCENSORED ON DEMAND	4/22/2003	78/240,613	5/25/2004	2,847,061	Registered	
* IFC UNCENSORED!	3/17/2003	78/226,521			Published 5/11/2004	
IFC UNCENSORED ON DEMAND and Design	2/20/2004	78/371,076			Pending	
* AS INDEPENDENT AS YOU WANT TO BE	3/13/2003	78/225,201			Notice of Allowance issued 2/24/2004; Statement of Use or Extension Request Due 8/24/2004	

\* 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  
THE INDEPENDENT FILM CHANNEL LLC (02678)  
MARKS FOR AUGUST 2004 FINANCING

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.

SCHEDULE  
 THE INDEPENDENT FILM CHANNEL LLC  
 FOREIGN TRADEMARKS MARKS FOR AUGUST 2004 FINANCING

Trademark Report By Mark  
 Country: Canada  
 Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS
IFC	2/20/1998	869978			Notice of Allowance sent 2/27/2004; Evidence of Use or Extension Request due 8/27/2004
IFC INDEPENDENT FILM CHANNEL	5/19/1998	878832			Pending
INDEPENDENT FILM CHANNEL	5/19/1998	878833			Pending
IFCC	4/7/2000	1054461			Notice of Allowance sent 6/4/2004; Evidence of Use or Extension Request due 12/4/2004
INDEPENDENT FILM CHANNEL CANADA	4/7/2000	1054462			Pending
IFC CANADA	4/7/2000	1054463			Pending
INDEPENDENT FILM CANADA	3/14/2001	1095933			Pending
IFC Logo	3/1/2004	1207898			Pending



MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
* SINGLE IN THE CITY and Design	6/5/2002	76/414,943			Published - 5/4/2004	Toronto Dominion (Texas), Inc.
* SINGLE IN THE HAMPTONS and Design	6/5/2002	76/414,942			Published - 5/4/2004	Toronto Dominion (Texas), Inc.
MIX IT UP	8/1/2003	78/282,253			Published - 6/22/2004	
* THE TINSLEY BUMBLE SHOW	5/12/2003	78/248,718			Published - 7/27/2004	
* SAVVY	6/10/2004	78/433,406			Pending	
* WE TURNING POINT	1/20/2004	78/354,317			Pending	
* MEN WE LOVE	1/6/2004	78/348,148			Pending	
* TAKE MY KIDS PLEASE!	1/6/2004	78/348,142			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.



**SCHEDULE  
WE: WOMEN'S ENTERTAINMENT LLC (02632)  
MARKS FOR AUGUST 2004 FINANCING**

Trademark Report By Mark  
Country: US  
Status: Active

<b>MARK</b>	<b>FILED</b>	<b>APP. NO.</b>	<b>REG. DATE</b>	<b>REG. NO.</b>	<b>STATUS</b>	<b>SECURITY INTEREST</b>
<b>EVERYDAY ELEGANCE</b> (300E779US0)	5/28/1998	75/491,984	1/18/2000	2,308,650	Registered	Toronto Dominion (Texas), Inc.
<b>INSIDE BRIDES</b> (300E412US0)	4/13/1998	75/467,301	6/15/1999	2,253,447	Registered	Toronto Dominion (Texas), Inc.
<b>JOURNEY WOMEN: OFF THE MAP</b> (300G456US0)	5/22/2000	76/053,974	11/5/2002	2,645,093	Registered	Toronto Dominion (Texas), Inc.
<b>LIFE AS IT SHOULD BE</b> (300F031US0)	9/16/1998	75/554,274	10/31/2000	2,400,713	Registered	Toronto Dominion (Texas), Inc.
<b>ME TIME</b> (300K096US0)	9/5/2002	78/160,902	1/13/2004	2,804,788	Registered	Toronto Dominion (Texas), Inc.
<b>ME TIME and Design</b> (300K186US0)	10/28/2002	78/179,172	2/17/2004	2,814,989	Registered	Toronto Dominion (Texas), Inc.
<b>ROMANCE CLASSICS &amp; Design</b> (300E043US1)	9/26/1997	75/363,711	12/28/1999	2,303,315	Registered	Toronto Dominion (Texas), Inc.

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 (300J232US0)	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 of Trademarks Owned By Other Pledgors

Rainbow Programming Holdings LLC  
Rainbow National Services LLC  
RNS Co-Issuer Corporation

American Movie Classics IV Holding Corporation

AMC Film Holdings LLC  
AMC Movie Companion LLC  
AMC New Media LLC  
AMC Productions, Inc.  
Monsters VOD Services LLC  
WE New Media LLC  
WE: Women's Entertainment Productions Inc.

IFC Digital Media LLC  
IFC Programming, Inc.  
IFC VOD Services LLC

**NONE**

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**TRADEMARK SECURITY AGREEMENT**

**SCHEDULE 2**

**LICENSES**

Trademark License Agreements between IFC and each of IFC Productions I, LLC, IFC Entertainment LLC, IFC Theatres LLC and IFC Films LLC.