

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W Acquisition Company, LLC		05/19/2005	limited liability company:
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent		
Street Address:	85 Broad Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75849943	DIMENSION	
Serial Number:	75859995	DIMENSION	
Serial Number:	75982592	DIMENSION	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		
Date:	05/25/2005		

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TRADEMARK
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 19, 2005 (as amended, restated or otherwise modified, the "**Trademark Security Agreement**"), is entered into by and between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor, (each, a "**Grantor**") and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (in such capacity as collateral agent, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of May 19, 2005 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing and (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (collectively, "**Trademarks**"); provided, however, that notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any application for a Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "**Trademark Licenses**").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

THE WEINSTEIN COMPANY FUNDING LLC
THE WEINSTEIN COMPANY HOLDINGS LLC
W ACQUISITION COMPANY LLC
THE WEINSTEIN COMPANY LLC
TWENTY O FIVE HOLDINGS, LLC
TEAM PLAYERS LLC
INTELIPARTNERS LLC
THE FELLOWSHIP ADVENTURE CONTINUES, LLC
THE FELLOWSHIP ADVENTURE STRIKES AGAIN, LLC
THE ACTORS GROUP LLC
INDIRECTIONS LLC
BEHIND THE CAMERA LLC
HRK FILMS, LLC
DEUX ASKEW LLC
ISED, LLC
FFPAD, LLC



By: _____
Name: Robert Weinstein
Title: Co-President

By: _____
Name: Harvey Weinstein
Title: Co-President

Trademark Security Agreement

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BEHIND THE CAMERA LLC
HRK FILMS, LLC
DEUX ASKEW LLC
ISED, LLC
FFPAD, LLC

By: _____

Name: Robert Weinstein
Title: Co-President

By: _____


Name: Harvey Weinstein
Title: Co-President

Trademark Security Agreement

TOTAL P.05

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Name: William W. Archer
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 003091 FRAME: 0470

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number	Registration Number	Classes	File Reference
DIMENSION	75/849,943	2633866	9	9910721
DIMENSION	75/859,995	Pending	35, 41	9911307
DIMENSION	75/982,592	2705829	35, 41	0204506

Schedule I

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RECORDED: 05/25/2005

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