



10-03-2005

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



103092830

9/22/05

RECORDATION F  
TRADEMARK

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):

Legend Pictures, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 09/14/2005

- Assignment
- Security Agreement
- Other amended & Restated Security Agmt
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Abry Mezzanine Partners, L.P.

Internal

Address: \_\_\_\_\_

Street Address: 111 Huntington Ave.

City: Boston

State: MA

Country: USA Zip: 02199

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

75/873359

B. Trademark Registration No.(s)  
n/a

Additional sheet(s) attached?  Yes  No

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

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

Name: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 W. 5th Street, #4000

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213/485-1234

Fax Number: 213/891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Deborah Taylor  
Signature

September 21, 2005  
Date

Deborah E. Taylor

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/26/2005 ECDUPER 00000081 75873359

01 FC:8521

(40.00 OP)

TRADEMARK  
REEL: 003230 FRAME: 0043

**THE PAYMENT OF AND SECURITY FOR THE PRINCIPAL AMOUNT OF THE INDEBTEDNESS SECURED BY THIS AGREEMENT AND THE INTEREST THEREON IS SUBORDINATED TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, AND IS OTHERWISE SUBJECT TO THE TERMS OF, THE SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 14, 2005 BY AND AMONG THE COMPANY, THE NOTEHOLDERS, THE COLLATERAL AGENT AND JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT UNDER THE \$250,000,000 CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT DATED AS OF SEPTEMBER 14, 2005.**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, LEGEND PICTURES, LLC (the "Company") and the Guarantors referred to in the Note Purchase Agreement (as hereinafter defined) (the Company and the Guarantors being collectively referred to herein as the "Pledgors", and individually as a "Pledgor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Amended and Restated Note Purchase Agreement, dated as of September 14, 2005 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Note Purchase Agreement"), among the Company, the Noteholders referred to therein (the "Noteholders"), and Abry Mezzanine Partners, L.P., as Collateral Agent for itself and the benefit of the other Noteholders (in such capacity, the "Collateral Agent"), the Noteholders have agreed to make certain Purchases of Notes from the Company;

WHEREAS, pursuant to the terms of the Amended and Restated Pledge and Security Agreement, dated as of September 14, 2005 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), the Pledgors have granted to the Collateral Agent (for the benefit of itself and the Noteholders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or

hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Collateral Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Collateral Agent (for the benefit of itself and the Noteholders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Collateral Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Collateral Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Collateral Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Collateral Agent, to carry out the provisions and purposes of the Note Purchase Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Collateral Agent (for the benefit of itself and the Noteholders) granted pursuant to the Security Agreement, this Trademark Security Agreement, and the other Note Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Collateral Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Collateral Agent or the Noteholders or if any Person shall do or perform any acts which the Collateral Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Collateral Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Collateral Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Collateral Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent (for the benefit of itself and the Noteholders) pursuant to the Note Purchase Agreement. Each of the Pledgors and the Collateral Agent does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent (for the benefit of itself and the Noteholders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Purchase Commitments under the Note Purchase Agreement have terminated and all Obligations have been paid in full and performed, the Collateral Agent (on behalf of itself and the Noteholders), shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Collateral Agent (for the benefit of itself and the Noteholders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to the terms hereof or of the Note Purchase Agreement or the Security Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Note Purchase Agreement, the Security Agreement and the other Note Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Note Purchase Agreement, the Security Agreement and the other Note Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

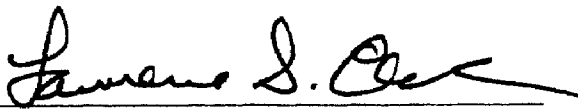
This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

[Signature Page Follows]

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

**LEGEND PICTURES, LLC**

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

**ABRY MEZZANINE PARTNERS, L.P.,**  
as the Collateral Agent

By: ARBY Mezzanine Investors ,LP  
Its General Partner

By: \_\_\_\_\_  
John Hunt, Vice President *or*  
Peni Garber, Vice President *or*  
Royce Yudkoff, President


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

**LEGEND PICTURES, LLC**

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

**ABRY MEZZANINE PARTNERS, L.P.,**  
as the Collateral Agent

By: ARBY Mezzanine Investors ,LP  
Its General Partner

By:  \_\_\_\_\_  
John Hunt, Vice President *or*  
Peni Garber, Vice President *or*  
Royce Yudkoff, President

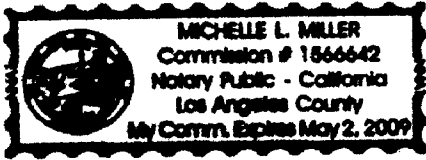
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On September 15, 2005, before me, Michelle L. Miller,  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Lawrence S. Clark,  
Name of Signer(s)

personally known to me – OR –  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Michelle L. Miller  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:  
Name Of Person(s) Or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Trademark Security Agreement (Mezzanine)  
Title or Type of Document

\_\_\_\_\_  
Number Of Pages

9/14/05  
Date Of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above



**SCHEDULE A**  
to the Amended and Restated Trademark Security Agreement  
Debtor: Legend Pictures, LLC

**U.S. Trademarks of Debtor**

Registration No.	Registration Date	Registration Owner	Mark
75873359	April 17, 2001	Legend Pictures, LLC	"Legendary Productions" word mark

Pending U.S. Trademark Applications of Debtor

Application No.	Filing Date	Applicant	Mark
78484879*	September 16, 2004	Legend Pictures, LLC	"Legend Pictures" word mark
78484872*	September 16, 2004	Legend Pictures, LLC	"Legend Pictures" design
78484868*	September 16, 2004	Legend Pictures, LLC	"Legendary Pictures" word mark
78691424*	August 12, 2005	Legend Pictures, LLC	"Legendary Pictures" design

Legend Pictures, LLC has submitted applications for the trademarks listed above, each trademark application has been rejected by the United States Patent and Trademark Office on the basis that such mark so resembles another registered mark as to be likely to cause confusion, to cause mistake, or to deceive. Legend Pictures, LLC has filed a Petition to Cancel the cited registration for the mark LEGENDARY PRODUCTIONS, and by Assignment and License Back dated June 15, 2005, Legend Pictures, LLC purchased Legendary Productions' rights in the mark LEGENDARY PRODUCTIONS, including the registration therefor. Legend Pictures, LLC is continuing to pursue registration of the mark Legend Pictures but will abandon its applications for the mark Legend Pictures.

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