

12-15-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

12/13/05

103137709

TRADEMARKS ONLY

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):

JP Morgan Chase Bank, NA

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance)/Execution Date(s) :**

Execution Date(s) November 9, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: DEJ Productions Inc.

Internal

Address: 1201 Elm Street

Street Address: _____

City: Dallas

State: TX

Country: USA Zip: 75270

☐ Association Citizenship _____☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☒ Corporation Citizenship Delaware☐ 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)

B. Trademark Registration No.(s)

see attached page

Additional sheet(s) attached? ☒ Yes ☐ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached page**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Brianna Becker, Esq.

Internal Address: c/o Stroock & Stroock & Lavan LLP

Street Address: 2029 Century Park East

Suite 1800

City: Los Angeles

State: CA Zip: 90067

Phone Number: (310) 556-7822

Fax Number: (310) 556-5959

Email Address: bbecker@stroock.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.⁰⁰

- ☐ 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:

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

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

12/13/2005 ECOOPER 00000118 2389244

01 FC:8521

40.00 00

FC:8522

275.00 00

Refund Ref:
12/13/2005 ECOOPER 0000149115

CHECK Refund Total: \$60.00

TRADEMARK
REEL: 003273 FRAME: 0177

Item 4A Registration Number	Item 4C Identification of Trademark
2389244	Story Garden Productions Typed Drawing
2372350	Story Garden Productions Word Mark
2389366	Two Left Shoes Films Word Mark
2382353	Two Left Shoes Films Typed Drawing
2368056	Square Dog Pictures Word Mark
2367803	Square Dog Pictures Typed Drawing
2367802	Third Row Center Films Typed Drawing
2368073	Third Row Center Films Design
2599442	Cityheat Productions Typed Drawing
2482184	Cityheat Productions Word Mark
2933199	DEJ Productions Word Mark
2626050	DEJ Productions Typed Drawing

U.S. TRADEMARKS RELEASE OF SECURITY INTEREST

THIS RELEASE dated as of November 9, 2005, by JPMorgan Chase Bank, N.A., as Collateral Agent for the Lenders. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Reference is made to (a) the Credit Agreement dated as of August 20, 2004 (as amended, supplemented or otherwise modified, the "Credit Agreement"), among Blockbuster Inc. (the "Borrower"), the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent, (b) the Security Agreement dated as of August 8, 2005 (as amended, supplemented or otherwise modified, the "Security Agreement"), among the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent and (c) the Patent and Trademark Security Agreement dated as of August 8, 2005 (as amended, supplemented or otherwise modified, the "Trademark Security Agreement"), among the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent pursuant to which, among other things, the Borrower granted a security interest to the Collateral Agent, for the benefit of the Lenders, in, among other things, the Trademarks (as defined in the Security Agreement) set forth on Exhibit A hereto (the "Released Trademarks").

The Borrower has informed the Collateral Agent that D.E.J. Productions Inc. has ceased to be a Subsidiary as a result of the sale of 100% of the Equity Interests in D.E.J. Productions Inc. by the Borrower to First Look Media, Inc. pursuant to the DEJ Stock Purchase Agreement dated as of November 2, 2005, among Blockbuster Inc., D.E.J. Productions Inc. and First Look Media, Inc. Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby reassigns to D.E.J. Productions Inc. all of the Collateral Agent's right, title and interest in and to the Released Trademarks and to the extent that the Security Agreement created a security interest in such Released Trademarks, the Collateral Agent hereby releases such security interest.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name:

Title:


Barry Bergman
MANAGING DIRECTOR

[[NYCORP:2555341]]

TRADEMARK
REEL: 003273 FRAME: 0180

Trademarks*U.S. Trademark Registrations*

County	Docket #	Mark Name	Current Owner	Status	Current Appl. #	Current Appl. Date	Current Reg #	Current Reg Date	Renewal Date
United States	382	STORY GARDEN PRODUCTIONS	DEJ	Registered	75/593814	11/23/1998	2389244	9/26/2000	9/26/2010
United States	383	TWO LEFT SHOES FILMS	DEJ	Registered	75/593853	11/23/1998	2382353	9/5/2000	9/5/2010
United States	384	SQUARE DOG PICTURES	DEJ	Registered	75/593855	11/23/1998	2367803	7/18/2000	7/18/2010
United States	385	THIRD ROW CENTER FILMS	DEJ	Registered	75/593854	11/23/1998	2367802	7/18/2000	7/18/2010
United States	388	STORY GARDEN PRODUCTIONS & DESIGN	DEJ	Registered	75/648087	2/25/1999	2372350	8/1/2000	8/1/2010
United States	389	SQUARE DOG PICTURES & DESIGN	DEJ	Registered	75/648598	2/25/1999	2368056	7/18/2000	7/18/2010
United States	390	TWO LEFT SHOES FILMS & DESIGN	DEJ	Registered	75/649892	2/25/1999	2389366	9/26/2000	9/26/2010
United States	391	THIRD ROW CENTER FILMS & DESIGN	DEJ	Registered	75/650970	2/25/1999	2368073	7/18/2000	7/18/2010
United States	405	CITYHEAT PRODUCTIONS	DEJ	Registered	78/003515	4/11/2000	2599442	7/23/2002	7/23/2012
United States	407	CITYHEAT PRODUCTIONS & DESIGN	DEJ	Registered	76/093845	7/20/2000	2482184	8/28/2001	8/28/2011
United States	409	DEJ PRODUCTIONS DESIGN	DEJ	Registered	76/077842	6/26/2000	2626050	9/24/2002	9/24/2012
United States	465	DEJ PRODUCTIONS	DEJ	Registered	78/377973	3/3/2004	2933199	3/15/2005	3/15/2015

[[NYCORP:2555341]]

JPMORGAN CHASE BANK, N.A.
270 Park Avenue
New York, New York 10017

November 9, 2005

Blockbuster Inc.
1201 Elm Street, Suite 2100
Dallas, TX 75270

Attention of Treasurer

Dear Sirs:

Reference is made to (a) the Credit Agreement dated as of August 20, 2004 (as amended, supplemented or otherwise modified, the "Credit Agreement"), among Blockbuster Inc. (the "Borrower"), the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent, (b) the Third Amendment and Restatement to the Credit Agreement dated as of November 4, 2005 (the "Third Amendment"), among the Borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent, (c) the Guarantee and Collateral Agreement dated as of August 20, 2004 (as amended, supplemented or otherwise modified, the "Collateral Agreement"), among the Borrower, the subsidiaries of the Borrower party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent (the "Collateral Agent"), (d) the Security Agreement dated as of August 8, 2005 (as amended, supplemented or otherwise modified, the "Security Agreement"), among the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent and (e) the Patent and Trademark Security Agreement dated as of August 8, 2005 (as amended, supplemented or otherwise modified, the "Trademark Security Agreement" and, together with the Collateral Agreement and Security Agreement, the "Security Documents"), among the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to the Third Amendment, and subject to the terms and conditions set forth therein, the Required Lenders have consented to the sale or transfer of the Equity Interests in D.E.J. Productions Inc. Accordingly, the Collateral Agent confirms that, upon D.E.J. Productions Inc. ceasing to be a Subsidiary as a result of the sale of 100% of the Equity Interests in D.E.J. Productions Inc. by the Borrower to First Look Media, Inc., as contemplated by the DEJ Stock Purchase Agreement dated as of November 2, 2005, among Blockbuster Inc., D.E.J. Productions Inc. and First Look Media, Inc., pursuant to Sections 6.13(b) and (c) of the Collateral Agreement and Sections 6.13(b) and (c) of the Security Agreement, (i) D.E.J. Productions Inc. shall be automatically released from its obligations under the Security

[[NYCORP:2554943]]

Documents, (ii) the security interest of the Collateral Agent in the property of D.E.J. Productions Inc. covered by the UCC-1 financing statements attached as Exhibit A hereto and the Trademarks (as defined in the Security Agreement) listed on Exhibit B hereto shall be automatically released and (iii) the security interest of the Collateral Agent in the Equity Interests listed on Exhibit C hereto shall be automatically released.

The Collateral Agent further confirms that, pursuant to Section 6.13(d) of the Collateral Agreement and Section 6.13(d) of the Security Agreement, it shall execute and deliver to the Borrower or D.E.J. Productions Inc., at their expense, all documents that they request to evidence the foregoing.

Very truly yours,

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

by

Name:

Title:


BARRY BERGMAN
MANAGING DIRECTOR

EXHIBIT A

UCC-1 Financing Statements

P:2554943]]

TRADEMARK
REEL: 003273 FRAME: 0184

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Bruce Jacobi	800-221-0102
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
National Corporate Research, Ltd. 225 West 34th Street Suite 910 New York, NY 10122	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04:06 PM 08/26/2004
INITIAL FILING NUM: 4241685 9
AMENDMENT NUMBER: 0000000
SRV: 040625580

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME D.E.J. PRODUCTIONS INC.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2010 MAIN STREET, SUITE 570			CITY IRVINE	STATE CA	POSTAL CODE 92614
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 2975379 <input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR IF APPLICABLE) - insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, AS COLLATERAL AGENT					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O. BOX 2558			CITY HOUSTON	STATE TX	POSTAL CODE 77252-2558

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers that certain Collateral more particularly described on Exhibit A attached hereto.

Proceeds and products of Collateral are also covered hereby.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/SAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> THIS FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA 6701-379 -- DE - Secretary of State						F#102379	A#180487

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT A
to
UCC-1 Financing Statement

Debtor: D.E.J. PRODUCTIONS INC.
2010 MAIN STREET, SUITE 570
IRVINE, CA 92614

Secured Party: JPMORGAN CHASE BANK, AS COLLATERAL AGENT
P.O. BOX 2558
HOUSTON, TX 77252-2558

As used in this Exhibit A, the term "Debtor" means the Debtor identified as such on the Financing Statement to which this Exhibit A is attached, and the term "Secured Party" means the Secured Party identified as such on the Financing Statement to which this Exhibit A is attached. The Financing Statement to which this Exhibit A is attached covers the following types or items of property, and Debtor has assigned, pledged and granted a security interest in the following described property, whether now owned by Debtor or hereafter acquired by Debtor (all the types and items of property hereinafter described or referenced in this Exhibit A being hereafter called "Collateral");

1. the shares of capital stock and other Equity Interests in the Domestic Subsidiaries and Significant Foreign Subsidiaries and any other Equity Interests in any Domestic Subsidiaries and Significant Foreign Subsidiaries obtained in the future by Debtor and the certificates, if any, representing all such Equity Interests in the Domestic Subsidiaries and, subject to the restrictions set forth herein, the Significant Foreign Subsidiaries (the "Pledged Stock");

2. subject to Section 3.06 of the Guarantee and Collateral Agreement (the "Agreement") among Debtor and Secured Party dated as of August 20, 2004, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clause 1. above;

3. subject to Section 3.06 of the Agreement, all rights and privileges of Debtor with respect to the securities and other property referred to in clauses 1. and 2. above; and

4. subject to Section 3.06 of the Agreement, all Proceeds of any of the foregoing, provided that the Collateral shall not include more than 65% of the issued and outstanding voting Equity Interests of any Significant Foreign Subsidiary.

As used herein the term Proceeds shall have the meaning given such term in the Uniform Commercial Code in effect in the State of New York from time to time (the "Code"), as may be amended or otherwise modified, and the following terms shall have the following meanings:

"Borrower" means Blockbuster Inc., a Delaware corporation.

"Domestic Subsidiary" means each subsidiary of the Borrower that is not a Foreign Subsidiary.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

"Foreign Subsidiary" means any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America or any State thereof or the District of Columbia.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time, applied on a basis consistent (except for changes concurred with by the Borrower's independent registered public accounting firm) with the consolidated financial statements of the Borrower contained in the Borrower's Form 10-K filed with the Securities and Exchange Commission on March 15, 2004.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Loan Parties" means the Borrower and the Subsidiary Loan Parties.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Significant Foreign Subsidiary" means on any date each of Blockbuster Australia Pty. Ltd., Blockbuster Canada Co, Blockbuster Entertainment (Ireland) Limited, Blockbuster Holdings Ireland, Blockbuster Mexico SA de CV, Blockbuster UK Limited and any other Foreign Subsidiary (i) Equity Interests in which are directly owned by any Loan Party and (ii) a substantial portion of the consolidated revenues of which are derived from its operations and the operations of its subsidiaries in Canada, the United Kingdom, Ireland, Mexico or Australia.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent and/or one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

"Subsidiary Loan Party" means each Subsidiary that is not a Foreign Subsidiary.

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

TRADEMARK
REEL: 003273 FRAME: 0188

Trademarks*U.S. Trademark Registrations*

County	Docket #	Mark Name	Current Owner	Status	Current Appl. #	Current Appl. Date	Current Reg #	Current Reg Date	Renewal Date
United States	382	STORY GARDEN PRODUCTIONS	DEJ	Registered	75/593814	11/23/1998	2389244	9/26/2000	9/26/2010
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United States	407	CITYHEAT PRODUCTIONS & DESIGN	DEJ	Registered	76/093845	7/20/2000	2482184	8/28/2001	8/28/2011
United States	409	DEJ PRODUCTIONS DESIGN	DEJ	Registered	76/077842	6/26/2000	2626050	9/24/2002	9/24/2012
United States	465	DEJ PRODUCTIONS	DEJ	Registered	78/377973	3/3/2004	2933199	3/15/2005	3/15/2015

[[NYCORP:2554943]]

EXHIBIT C

Equity Securities

<u>Issuer</u>	<u>Certificate No.</u>	<u>Record Owner</u>	<u>Class and Number of Interests</u>
D.E.J. Productions Inc.	1	Blockbuster Inc.	100 shares of common stock

[[NYCORP:2554943]]