

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RYSHER ENTERTAINMENT, L.L.C.		03/21/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	D.B. Zwirn Special Opportunities Fund, L.P., as Tranche A Collateral Agent
Street Address:	745 Fifth Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	UNKNOWN: UNKNOWN

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2267908	S.O.F.: SPECIAL OPS FORCE
Registration Number:	2228048	OZ
Registration Number:	2174650	NASH BRIDGES
Registration Number:	2482630	STAR SEARCH
Registration Number:	2028244	VR.5
Registration Number:	1904707	RYSHER ENTERTAINMENT
Registration Number:	1681490	RUNAWAY WITH THE RICH AND FAMOUS
Registration Number:	1581957	LIFESTYLES OF THE RICH AND FAMOUS
Registration Number:	1629838	BING CROSBY PRODUCTIONS, INC.

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 2267908

Phone: (213) 430-8308
Email: sgordon@omm.com
Correspondent Name: Shari L. Gordon
Address Line 1: 400 S. Hope Street
Address Line 2: 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	193,983-6
NAME OF SUBMITTER:	Jordan Lichtman
Signature:	/Jordan Lichtman/
Date:	04/18/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

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

WHEREAS, RYSHER ENTERTAINMENT, L.L.C. (the "Borrower") and the other Credit Parties signatory to the Credit Agreement (as hereinafter defined) (the Borrower and the other Credit Parties being collectively referred to herein as the "Pledgors", and each 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 Credit, Security and Guaranty Agreement, dated as of March 21, 2006 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Lenders referred to therein (the "Lenders"), and D.B. Zwirn Special Opportunities Fund, L.P., as Collateral Agent (the "Collateral Agent"), the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each of the Pledgors has granted to the Tranche A Collateral Agent (for the benefit of the Tranche A Lenders) a security interest in and to all personal property of such Pledgor including, without limitation, all right, title and interest of such Pledgor in, to and under all of such Pledgor's 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 such Pledgor, 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 Tranche A Collateral Agent and each of 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, each of the Pledgors does hereby grant to the

Tranche A Collateral Agent (for the benefit of the Tranche A Lenders), as security for the Obligations, a continuing security interest in all of such Pledgor's 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 such Pledgor:

(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.

Each of the Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Tranche A 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 Tranche A Collateral Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Tranche A 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 Tranche A Collateral Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Tranche A Collateral Agent (for the benefit of itself the Tranche A Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

Each of the Pledgors agree that if any Person shall do or perform any act(s) which the Tranche A Collateral Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of such Pledgor, the Tranche A Collateral Agent or the Tranche A Lenders or if any Person shall do or perform any acts which the Tranche A 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 Tranche A Collateral Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Tranche A 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 Tranche A 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.

The Tranche A Collateral Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Tranche A Collateral Agent pursuant to this paragraph and the Pledgors agree to assist the Tranche A Collateral Agent with any steps taken, or any suits or proceedings instituted by the Tranche A Collateral Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Tranche A Collateral Agent (for the benefit of the Tranche A Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Tranche A Collateral Agent does hereby further acknowledge and affirm that the rights and remedies of the Tranche A Collateral Agent (for the benefit of the Tranche A Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit 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 Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Tranche A Collateral Agent (on behalf of the Tranche A Lenders), 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 Tranche A Collateral Agent (for the benefit of the Tranche A Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Tranche A Collateral Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Tranche A Collateral Agent (on behalf the Tranche A Lenders), will provide notice(s) required by Section 11.1.5 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

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

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


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 Credit Agreement.

[Signature Page Follows]

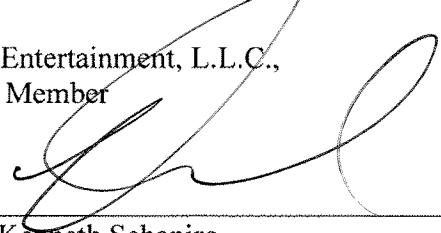
IN WITNESS WHEREOF, each of the Pledgors has caused this Trademark Security Agreement to be duly executed as of March 21, 2006.

RYSHER ENTERTAINMENT, L.L.C.

By: 
Name: Kenneth Schapiro
Title: Chief Operating Officer and Secretary

RYSHER MUSIC, L.L.C.
RYSHER SONGS, L.L.C.
BING CROSBY PRODUCTIONS, LLC

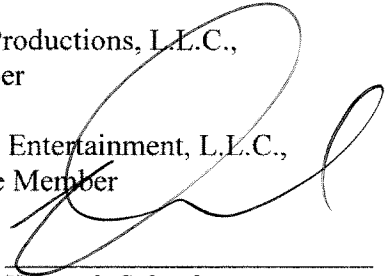
By: Rysher Entertainment, L.L.C.,
its Sole Member

By: 
Name: Kenneth Schapiro
Title: Chief Operating Officer and
Secretary

ASCO MUSIC, LLC
BEEPEE MUSIC, L.L.C.

By: Bing Crosby Productions, L.L.C.,
its Sole Member

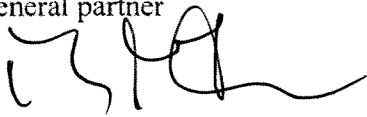
By: Rysher Entertainment, L.L.C.,
its Sole Member

By: 
Name: Kenneth Schapiro
Title: Chief Operating Officer and
Secretary

Accepted:

D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P., as Tranche A Collateral Agent

By: D.B. Zwirn Partners, LLC,
its general partner

A handwritten signature in black ink, appearing to read 'P. Gruss', written over a horizontal line.

By: _____
Name: Perry A. Gruss
Title: Chief Financial Officer

Schedule A
to Trademark Security Agreement

TRADEMARKS

Registrant (or Last Registered Owner)	Application/ Serial Number	File Date	Registration Number	Registration Date	Trademark Description
Rysher Entertainment, LLC	75475047	04/28/98	2267908	08/03/99	S.O.F.: SPECIAL OPS FORCE
Rysher Entertainment, LLC; and Home Box office, Inc.	75404423	12/12/97	2228048	03/02/99	OZ
Rysher Entertainment, LLC	75268216	04/02/97	2174650	07/21/98	NASH BRIDGES
Rysher Entertainment, LLC	75258805	03/17/97	2482630	08/28/01	STAR SEARCH
Rysher Entertainment, LLC	74674766	05/11/95	2028244	01/07/97	VR.5
Rysher Entertainment, LLC	74490172	02/15/94	1904707	07/11/95	RYSHER ENTERTAINMENT
Rysher Entertainment, LLC	74127292	12/28/90	1681490	03/31/92	RUNAWAY WITH THE RICH AND FAMOUS
Rysher Entertainment, LLC	73806164	06/12/89	1581957	02/06/90	LIFESTYLES OF THE RICH AND FAMOUS
Bing Crosby Productions, Inc.			1629838	01/01/91	BING CROSBY PRODUCTIONS INC.

TRADEMARK LICENSES