

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMC Productions, Inc.		07/05/2006	CORPORATION:
WE: Women's Entertainment Productions, Inc.		07/05/2006	CORPORATION:
IFC Programming, Inc.		07/05/2006	CORPORATION:
RNS Co-Issuer Corporation		07/05/2006	CORPORATION:
American Movie Classics IV Holding Corporation		07/05/2006	CORPORATION:
Monsters VOD Services LLC		07/05/2006	LIMITED LIABILITY COMPANY:
AMC New Media LLC		07/05/2006	LIMITED LIABILITY COMPANY:
AMC Film Holdings LLC		07/05/2006	LIMITED LIABILITY COMPANY:
WE: Women's Entertainment LLC		07/05/2006	LIMITED LIABILITY COMPANY:
American Movie Classics Company LLC		07/05/2006	LIMITED LIABILITY COMPANY:
WE New Media LLC		07/05/2006	LIMITED LIABILITY COMPANY:
IFC VOD Services LLC		07/05/2006	LIMITED LIABILITY COMPANY:
IFC Digital Media LLC		07/05/2006	LIMITED LIABILITY COMPANY:
The Independent Film Channel LLC		07/05/2006	LIMITED LIABILITY COMPANY:
Rainbow National Services LLC		07/05/2006	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	1111 Fannin
<b>Internal Address:</b>	10th Floor

CH \$1490.00 1714262

City:	Houston
State/Country:	TEXAS
Postal Code:	77002-8301
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	1714262	AMERICAN MOVIE CLASSICS
Registration Number:	1804799	AMC
Registration Number:	1904651	AMC
Registration Number:	2284228	AMERICAN POP!
Registration Number:	2310053	BACKSTORY
Registration Number:	2310438	MONSTERFEST
Registration Number:	2317360	THE LOT
Registration Number:	2324067	AMC NETWORKS
Registration Number:	2324204	AMC
Registration Number:	2328085	AMC BEHIND THE SCREEN
Registration Number:	2460360	THE PHANTOM EYE
Registration Number:	2466412	CREDIT ROLE
Registration Number:	2494453	LEGENDARY HOLLYWOOD HOMES
Registration Number:	2500801	MICROWAVE MOVIE
Registration Number:	2541974	HOLLYWOOD LIVES AND LEGENDS
Registration Number:	2571887	AMC EFX
Registration Number:	2630010	GREAT MOVIES. AND THE STORIES BEHIND THEM.
Registration Number:	2855340	HOLLYWOOD HUNT CLUB
Registration Number:	2870465	AMC
Registration Number:	2904644	AMC TV FOR MOVIE PEOPLE
Registration Number:	2941585	MUCH MORE MOVIE
Registration Number:	2988152	INTO CHARACTER
Registration Number:	1921180	WORLD CINEMA
Registration Number:	2292910	N
Registration Number:	2308189	INDEPENDENT FILM CHANNEL
Registration Number:	2410487	ESCAPE FROM HOLLYWOOD
Registration Number:	2602020	IFC RANT
Registration Number:	2613708	ALL ACCESS

Registration Number:	2635967	IFC RANT
Registration Number:	2679316	NEXT WAVE FILMS
Registration Number:	2847061	UNCENSORED ON DEMAND
Registration Number:	2855050	IFC ON DEMAND
Registration Number:	2923508	IFC
Registration Number:	2956449	IFC
Registration Number:	2976320	IFC
Registration Number:	3010671	IFC UNCENSORED ON DEMAND
Registration Number:	3070458	HENRY'S FILM CORNER
Registration Number:	3100063	AN IFC ORIGINAL DOCU-SERIES FILM SCHOOL
Registration Number:	1962836	ROMANCE CLASSICS
Registration Number:	2253447	INSIDE BRIDES
Registration Number:	2291752	ROYAL FAMILIES OF THE WORLD
Registration Number:	2303315	ROMANCE CLASSICS
Registration Number:	2306999	ROMANCING AMERICA
Registration Number:	2308650	EVERYDAY ELEGANCE
Registration Number:	2400713	LIFE AS IT SHOULD BE
Registration Number:	2471027	THE CLUELESS GUY
Registration Number:	2645093	JOURNEY WOMEN: OFF THE MAP
Registration Number:	2680029	STYLE SOLUTION
Registration Number:	2686647	WHEN I WAS A GIRL
Registration Number:	2804788	ME TIME
Registration Number:	2814989	ME TIME
Registration Number:	2827826	SHE HOUSE CINEMA
Registration Number:	2872622	SHE HOUSE
Registration Number:	2884309	MIX IT UP
Registration Number:	2911855	ROCKTALK
Registration Number:	2958673	TAKE MY KIDS PLEASE!
Registration Number:	2964353	SINGLE IN THE CITY
Registration Number:	3002259	SINGLE IN THE HAMPTONS
Registration Number:	3099409	BRIDEZILLAS

CORRESPONDENCE DATA

Fax Number: (202)551-0302

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**TRADEMARK**  
**REEL: 003342 FRAME: 0525**

Phone: 202-551-1902  
Email: karenmallan@paulhastings.com  
Correspondent Name: Karen J. Mallan  
Address Line 1: 875 15th Street, NW  
Address Line 2: Paul, Hastings, Janofsky & Walker LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	50779.00003
NAME OF SUBMITTER:	Melissa C. Schwartz
Signature:	/mcs/
Date:	07/06/2006

**Total Attachments: 26**

source=Rainbow TSA#page1.tif  
source=Rainbow TSA#page2.tif  
source=Rainbow TSA#page3.tif  
source=Rainbow TSA#page4.tif  
source=Rainbow TSA#page5.tif  
source=Rainbow TSA#page6.tif  
source=Rainbow TSA#page7.tif  
source=Rainbow TSA#page8.tif  
source=Rainbow TSA#page9.tif  
source=Rainbow TSA#page10.tif  
source=Rainbow TSA#page11.tif  
source=Rainbow TSA#page12.tif  
source=Rainbow TSA#page13.tif  
source=Rainbow TSA#page14.tif  
source=Rainbow TSA#page15.tif  
source=Rainbow TSA#page16.tif  
source=Rainbow TSA#page17.tif  
source=Rainbow TSA#page18.tif  
source=Rainbow TSA#page19.tif  
source=Rainbow TSA#page20.tif  
source=Rainbow TSA#page21.tif  
source=Rainbow TSA#page22.tif  
source=Rainbow TSA#page23.tif  
source=Rainbow TSA#page24.tif  
source=Rainbow TSA#page25.tif  
source=Rainbow TSA#page26.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of this 5th day of July, 2006, 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, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Credit Agreement described below) (the "Administrative Agent").

### WITNESSETH:

WHEREAS, Rainbow National Services LLC, a Delaware limited liability company (the "Company") is a party to that certain Credit Agreement dated as of July 5, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Guarantors (as defined in the Credit Agreement) party thereto, the Company, the Guarantors (as defined in the Credit Agreement) party thereto, Bank of America, N.A. as syndication agent, the Administrative Agent and the other Lenders (as defined in the Credit Agreement) party thereto, the Lenders have agreed, severally in accordance with their respective Applicable Percentages and not jointly, to make Loans to the Company 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 Secured Parties in connection with the transactions contemplated by the Credit Agreement; and

WHEREAS, each of the Pledgors (a) is either the Company or a direct or indirect Subsidiary (as defined in the Credit Agreement) of the Company, and (b) will realize substantial direct and indirect benefits as a result of the extension of credit to the Company pursuant to the Credit Agreement; and

WHEREAS, it is a condition precedent to the closing of the Credit 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 Credit Agreement, and the other Loan Documents, and (b) all Obligations (as defined in the Credit Agreement) under the Credit Agreement (including, without limitation, any interest, fees and other charges in respect of the Credit Agreement and the other Loan Documents that would accrue but for the filing of any proceeding under any Debtor Relief Laws (as defined in the Credit Agreement) with respect to the Company or any Guarantor, whether or not such claim is allowed in such 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 Credit Agreement shall have the meaning specified for such term in the Credit 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 Secured 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 Secured Parties, subject to Section 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 to any Pledgor 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 Credit 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 Section 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 Section 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 Section 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 Section 7 hereof, or as otherwise permitted by the terms of this Agreement or the Credit 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 of which it is aware to rights in the Trademarks and Licenses or any portion thereof;

(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 (except for Permitted Liens or other Liens, if any, permitted under the Credit Agreement) 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 except as permitted in Section 10 of this Agreement. 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 Credit 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 Section 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 concurrently with the delivery of its financial statements pursuant to Section 7.01(a) and 7.01(b) of the Credit Agreement. 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 Section 4(a) hereof or under this Section 8, (ii) to modify this Agreement by amending Schedule 2 to include any rights under any License agreement under Section 4(b) hereof or under this Section 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 Section 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. Notwithstanding the foregoing, a Pledgor may abandon any Trademark that such Pledgor reasonably determines is not necessary or economically desirable in the operation of such Pledgor's business.

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 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 Secured 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 Secured 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 Credit 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 Credit 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 10.04 of the Credit 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 Company as provided in Section 10.04 of the Credit 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 Secured 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

Secured 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 Secured 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 Secured Parties for all costs and expenses incurred by any of them in the exercise of the rights of the Administrative Agent under this Section 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 Secured 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 applicable 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 Secured 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 or e-mail 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.**

**RNS CO-ISSUER CORPORATION**

**AMERICAN MOVIE CLASSICS IV HOLDING CORPORATION**

By:  \_\_\_\_\_ <sup>vs</sup>

Name: John Bier

Title: Authorized Signatory

of each of the above-named corporations

**MONSTERS VOD SERVICES LLC**

**AMC NEW MEDIA LLC**

**AMC FILM HOLDINGS LLC**

**WE: WOMEN'S ENTERTAINMENT LLC**

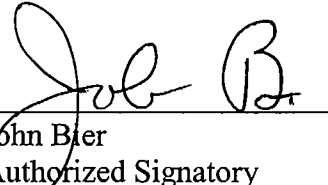
**AMERICAN MOVIE CLASSICS COMPANY LLC**

**WE NEW MEDIA LLC**

**IFC VOD SERVICES LLC**

**IFC DIGITAL MEDIA LLC**

**THE INDEPENDENT FILM CHANNEL LLC**

By:  \_\_\_\_\_ <sup>vs</sup>

Name: John Bier

Title: Authorized Signatory

of each of the above-named limited liability companies

[SIGNATURES CONTINUED ON NEXT PAGE]

**RAINBOW NATIONAL SERVICES LLC**

By: John Bier  
Name: John Bier  
Title: Sr. Vice President & Treasurer

**ADMINISTRATIVE  
AGENT:**

**JPMORGAN CHASE BANK, N.A.**

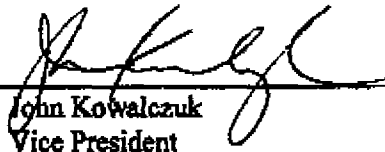
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RAINBOW NATIONAL SERVICES LLC**

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

**ADMINISTRATIVE  
AGENT:**

**JPMORGAN CHASE BANK, N.A.**

By:   
Name: John Kowalczyk  
Title: Vice President

SCHEDULE 1  
TRADEMARKS

SEE ATTACHED



SCHEDULE AMERICAN MOVIE CLASSICS COMPANY  
MARKS FOR 2006 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	Registered	JPMorgan Chase Bank as Administrative Agent
AMC and Design	10/2/1992	74/319,825	11/16/1993	1,804,799	Registered	JPMorgan Chase Bank as Administrative Agent
AMC	10/2/1992	74/319,813	7/11/1995	1,904,651	Registered	JPMorgan Chase Bank as Administrative Agent
AMERICAN POP!	4/30/1998	75/477,396	10/5/1999	2,284,228	Registered	JPMorgan Chase Bank as Administrative Agent
BACKSTORY	7/31/1998	75/528,922	1/18/2000	2,310,053	Registered	JPMorgan Chase Bank as Administrative Agent
MONSTERFEST	2/4/1998	75/428,497	1/25/2000	2,310,438	Registered	JPMorgan Chase Bank as Administrative Agent
THE LOT	6/29/1998	75/510,211	2/8/2000	2,317,360	Registered	JPMorgan Chase Bank as Administrative Agent (no release noted in PTO records as to 2003 Toronto Dominion Bank security interest)
AMC NETWORKS	2/16/1999	75/643,399	2/29/2000	2,324,067	Registered	JPMorgan Chase Bank as Administrative Agent
AMC and Design	3/9/1999	75/656,610	2/29/2000	2,324,204	Registered	JPMorgan Chase Bank as Administrative Agent
AMC BEHIND THE SCREEN	6/30/1998	75/511,403	3/14/2000	2,328,085	Registered	JPMorgan Chase Bank as Administrative Agent

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
THE PHANTOM EYE	8/20/1999	75/781,165	6/12/2001	2,460,360	Registered	JPMorgan Chase Bank as Administrative Agent
CREDIT ROLE	6/1/1999	75/717,814	7/3/2001	2,466,412	Registered	JPMorgan Chase Bank as Administrative Agent
LEGENDARY HOLLYWOOD HOMES	12/5/2000	76/179,609	10/2/2001	2,494,453	Registered	JPMorgan Chase Bank as Administrative Agent
MICROWAVE MOVIE	6/23/1999	75/734,258	10/23/2001	2,500,801	Registered	JPMorgan Chase Bank as Administrative Agent
HOLLYWOOD LIVES AND LEGENDS	11/16/2000	76/166,635	2/19/2002	2,541,974	Registered	JPMorgan Chase Bank as Administrative Agent
AMC EFX	7/29/1999	75/763,174	5/21/2002	2,571,887	Registered	JPMorgan Chase Bank as Administrative Agent
GREAT MOVIES AND THE STORIES BEHIND THEM	6/26/2000	76/078,112	10/8/2002	2,630,010	Registered	JPMorgan Chase Bank as Administrative Agent
HOLLYWOOD HUNT CLUB	4/15/2003	78/238,079	6/15/2004	2,855,340	Registered	JPMorgan Chase Bank as Administrative Agent
AMC and Design	8/2/2002	78/150,205	8/3/2004	2,870,465	Registered	JPMorgan Chase Bank as Administrative Agent
AMC TV FOR MOVIE PEOPLE	8/23/2002	78/157,258	11/23/2004	2,904,644	Registered	JPMorgan Chase Bank as Administrative Agent
MUCH MORE MOVIE	3/19/2003	78/227,448	4/19/2005	2,941,585	Registered	JPMorgan Chase Bank as Administrative Agent
INTO CHARACTER	10/22/2003	78/317,266	8/23/2005	2,988,152	Registered	JPMorgan Chase Bank as Administrative Agent
MAD MEN	3/30/2006	78/849,761			Pending	

SCHEDULE  
 AMERICAN MOVIE CLASSICS COMPANY TRADEMARKS  
 MARKS FOR 2006 FINANCING

Trademark Report By Mark  
 Country: Foreign  
 Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS
AMERICAN MOVIE CLASSICS (Canada)	10/30/1997	CA086026500	4/7/1999	TMA0510522	Registered
AMERICAN MOVIE CLASSICS & Design (Canada)	10/30/1997	CA086026600	4/7/1999	TMA0510481	Registered
AMERICAN POP! (Canada)	5/1/1998	CA0877213	11/26/2001	TMA0554444	Registered
AMC'S AMERICAN POP! (Stylized) (United Kingdom)	9/29/1998	UK002178372	4/28/2000	2178372	Registered

SCHEDULE  
THE INDEPENDENT FILM CHANNEL LLC  
MARKS FOR 2006 FINANCING

Trademark Report By Mark  
Country: U.S.  
Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
WORLD CINEMA	7/7/1993	74/410,426	9/19/1995	1,921,180	Registered	JPMorgan Chase Bank as Administrative Agent
N and Design	1/6/1999	75/616,547	11/16/1999	2,292,910	Registered	JPMorgan Chase Bank as Administrative Agent
INDEPENDENT FILM CHANNEL	3/10/1997	75/254,967	1/18/2000	2,308,189	Registered	JPMorgan Chase Bank as Administrative Agent
ESCAPE FROM HOLLYWOOD	10/28/1999	75/833,868	12/5/2000	2/410,487	Registered	JPMorgan Chase Bank as Administrative Agent
IFC RANT	8/20/1999	75/981,505	7/30/2002	2,602,020	Registered	JPMorgan Chase Bank as Administrative Agent
ALL ACCESS	9/14/1999	75/799,085	9/3/2002	2,613,708	Registered	JPMorgan Chase Bank as Administrative Agent
IFC RANT	8/20/1999	75/781,168	10/15/2002	2,635,967	Registered	JPMorgan Chase Bank as Administrative Agent
NEXT WAVE FILMS	1/6/1999	75/616,548	1/28/2003	2,679,316	Registered	JPMorgan Chase Bank as Administrative Agent
UNCENSORED ON DEMAND	4/22/2003	78/240,613	5/25/2004	2,847,061	Registered	JPMorgan Chase Bank as Administrative Agent (no release noted in PTO records as to 2003 Toronto Dominion Bank security interest)
IFC ON DEMAND	7/24/2002	78/147,126	6/15/2004	2,855,050	Registered	JPMorgan Chase Bank as Administrative Agent

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
IFC	3/10/1997	75/254,968	2/1/2005	2,923,508	Registered	JPMorgan Chase Bank as Administrative Agent
IFC (Stylized)	5/23/2002	76/413,338	5/31/2005	2,956,449	Registered	JPMorgan Chase Bank as Administrative Agent
IFC	3/10/1997	75/254,970	7/26/2005	2,976,320	Registered	JPMorgan Chase Bank as Administrative Agent
IFC UNCENSORED ON DEMAND and Design	2/20/2004	78/371,076	11/1/2005	3,010,671	Registered	JPMorgan Chase Bank as Administrative Agent
HENRY'S FILM CORNER	10/8/2004	78/496,831	3/21/2006	3,070,458	Registered	
AN IFC ORIGINAL DOCU-SERIES FILM SCHOOL	8/19/2004	78/469,614	6/6/2006	3,100,063	Registered	
IFC TV, UNCUT	12/29/2004	78/539,501			Allowed	
*IFC INDIESEX:	8/9/2005	78/688,637			Pending	
* INDIESEX:	8/9/2005	78/688,625			Published	
* MEDIA LAB	9/28/2005	78/722,185			Pending	
* SLASHER	11/30/2005	78/763,707			Pending	
*THE MINOR ACCOMPLISH MENTS OF JACKIE WOODMAN	4/12/2006	78/859,794			Pending	

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
*MEDIA LAB UPLOADED	6/1/2006	78/897,951			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  
 THE INDEPENDENT FILM CHANNEL LLC  
 FOREIGN TRADEMARKS MARKS FOR 2006 FINANCING

Trademark Report By Mark  
 Country: Canada  
 Status: Active

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS
IFC	2/20/1998	CA086997800	9/30/2004	TMA0621200	Registered
IFC CANADA	4/7/2000	CA0105446300			Pending
IFC Logo	3/1/2004	CA0120789800			Pending

SCHEDULE  
WE: WOMEN'S ENTERTAINMENT LLC  
MARKS FOR 2006 FINANCING

Trademark Report By Mark  
Country: U.S.  
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	Registered	JPMorgan Chase Bank as Administrative Agent
INSIDE BRIDES	4/13/1998	75/467,301	6/15/1999	2,253,447	Registered	JPMorgan Chase Bank as Administrative Agent
ROYAL FAMILIES OF THE WORLD	10/2/1998	75/564,098	11/9/1999	2,291,752	Registered	JPMorgan Chase Bank as Administrative Agent
ROMANCE CLASSICS & Design	9/26/1997	75/363,711	12/28/1999	2,303,315	Registered	JPMorgan Chase Bank as Administrative Agent
ROMANCING AMERICA	2/25/1998	75/440,348	1/11/2000	2,306,999	Registered	JPMorgan Chase Bank as Administrative Agent
EVERYDAY ELEGANCE	5/28/1998	75/491,984	1/18/2000	2,308,650	Registered	JPMorgan Chase Bank as Administrative Agent
LIFE AS IT SHOULD BE	9/16/1998	75/554,247	10/31/2000	2,400,713	Registered	JPMorgan Chase Bank as Administrative Agent
THE CLUELESS GUY	9/8/1999	75/796,498	7/24/2001	2,471,027	Registered	JPMorgan Chase Bank as Administrative Agent
JOURNEY WOMEN: OFF THE MAP	5/22/2000	76/053,974	11/5/2002	2,645,093	Registered	JPMorgan Chase Bank as Administrative Agent
STYLE SOLUTION	7/17/2001	76/286,471	1/28/2003	2,680,029	Registered	JPMorgan Chase Bank as Administrative Agent



MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
WHEN I WAS A GIRL	2/1/2002	78/106,246	2/11/2003	2,686,647	Registered	JPMorgan Chase Bank as Administrative Agent
ME TIME	9/5/2002	78/160,902	1/13/2004	2,804,788	Registered	JPMorgan Chase Bank as Administrative Agent
ME TIME and Design	10/28/2002	78/179,172	2/17/2004	2,814,989	Registered	JPMorgan Chase Bank as Administrative Agent
SHE HOUSE CINEMA	10/29/2002	78/179,349	3/30/2004	2,827,826	Registered	JPMorgan Chase Bank as Administrative Agent
SHE HOUSE	8/22/2002	78/156,780	8/10/2004	2,872,622	Registered	JPMorgan Chase Bank as Administrative Agent
MIX IT UP	8/1/2003	78/282,253	9/14/2004	2,884,309	Registered	JPMorgan Chase Bank as Administrative Agent (no release noted in PTO records as to 2003 Toronto Dominion Bank security interest)
ROCKTALK	11/7/2002	78/182,930	12/14/2004	2,911,855	Registered	JPMorgan Chase Bank as Administrative Agent
TAKE MY KIDS PLEASE!	1/6/2004	78/348,142	5/31/2005	2,958,673	Registered	JPMorgan Chase Bank as Administrative Agent
SINGLE IN THE CITY and Design	6/5/2002	76/414,943	6/28/2005	2,964,353	Registered	JPMorgan Chase Bank as Administrative Agent
SINGLE IN THE HAMPTONS and Design	6/5/2002	76/414,942	9/27/2005	3,002,259	Registered	JPMorgan Chase Bank as Administrative Agent
* WE WOMEN'S ENTERTAINMENT	11/16/2000	76/166,645			Pending	JPMorgan Chase Bank as Administrative Agent
* WE WOMEN'S ENTERTAINMENT (Stylized)	11/16/2000	76/166,644			Pending	JPMorgan Chase Bank as Administrative Agent
* SECRET LIVES OF WOMEN:	1/5/2005	78/542,669			Pending	

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
* GROOMZILLAS	2/10/2005	78/564,726			Published	
BRIDEZILLAS	2/18/2005	78/570,815	5/30/2006	3,099,409	Registered	
* WE EMPOWERS WOMEN	4/14/2005	78/608,979			Pending	
* DADDY'S LITTLE SPOILED GIRL	4/29/2005	78/620,355			Pending	
* DADDY'S SPOILED LITTLE GIRL	5/31/2005	78/640,551			Pending	
* MOM'S DREAM DAY and Design	6/3/2005	78/642,997			Allowed	
* DAD'S DREAM DAY and Design	6/10/2005	78/648,343			Pending	
* SEX RX	6/24/2005	78/657,591			Pending	
* EXTREME BRIDEZILLA CHALLENGE	6/24/2005	78/657,602			Allowed	
* TWO FUNNY	8/2/2005	78/683,667			Published	
* I CAN'T BELIEVE I WORE THAT (Stylized)	8/8/2005	78/688,059			Published	
* CELEBRITY RSVP	8/22/2005	78/697,406			Pending	
* JOHN EDWARD CROSS COUNTRY	10/19/2005	78/736,575			Pending	
* WE HAVE MORE FUN	11/7/05	78/748,608			Pending	

MARK	FILED	APP. NO.	REG. DATE	REG. NO.	STATUS	SECURITY INTEREST
* HOLIDAY HOME INVASION	11/15/05	78/754,112			Pending	
* GHOST MOMS	11/15/2005	78/754,289			Pending	
* SKATING'S NEXT STAR & Design	1/09/2006	78/787,336			Pending	
* 3 MEN AND A CHICK FLICK	2/15/2006	78/816,782			Pending	
* WE TV	6/6/2006	78/901,709			Pending	
* WE MOBILE	6/14/2006	78/908,051			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 1

LICENSES

SEE ATTACHED

<i>Licensee</i>	<i>Call Sign</i>	<i>Service</i>	<i>Frequency</i>	<i>Expiration Date</i>	<i>Status</i>
Rainbow Network Comm.	WL-94	Earth Station	5925.000-6425.000 5925.000-6425.000 3700.000-4200.000 3700.000-4200.000	01/15/12	
Rainbow Network Comm.	E910465	Earth Station	14000.0000-14500.0000 14000.0000-14500.0000	08/02/11	
Rainbow Network Comm.	E930298	Earth Station	5925.0000-6425.0000 5925.0000-6425.0000	07/02/08	
Rainbow Network Comm.	E930390	Earth Station	5925.000-6425.000 5925.000-6425.000 5925.000-6425.000 5925.000-6425.000 3700.000-4200.000	09/17/18	
Rainbow Network Comm.	E000220	Earth Station	5925.0000-6425.0000 5925.0000-6425.0000 3700.0000-4200.0000 3700.0000-4200.0000 5925.0000-6425.0000 5925.0000-6425.0000 3700.0000-4200.0000 3700.0000-4200.0000	06/30/10	
Rainbow Network Comm.	E000228	Earth Station	5925.0000-6425.0000 3700.0000-4200.0000 5925.0000-6425.0000 3700.0000-4200.0000	06/30/10	
Rainbow Network Comm.	E000597	Earth Station	14000.0000-14500.0000 14000.0000-14500.0000 11700.0000-12200.0000 11700.0000-12200.0000	11/22/10	
Rainbow Network Comm.	E010028	Earth Station	6088.8000-6425.0000 6088.8000-6425.0000 5925.0000-6425.0000 5925.0000-6425.0000 5925.0000-6038.8000 5925.0000-6038.8000 3700.0000-4200.0000 3700.0000-4200.0000	05/07/11	

<i>Licensee</i>	<i>Call Sign</i>	<i>Service</i>	<i>Frequency</i>	<i>Expiration Date</i>	<i>Status</i>
Rainbow Network Communications	WPSF774	Land Mobile	Location 1 00451.55000 00451.72500 Location 2 00451.55000 00451.72500	04/09/11	
Rainbow Network Communications	E040445	Earth Station	14000.0000-14500.0000 14000.0000-14500.0000 11700.0000-12200.0000 11700.0000-12200.0000	01/18/20	