

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2929 Entertainment LP		08/04/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank		
Street Address:	131 South Dearborn St. , 6th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2827480	2929 ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Cathrerine R. Howell, Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	TOTAL ENTERTAINMENT/JPMOR		
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal		
Signature:	/Catherine R. Howell/		

CH \$40.00 2827480

900055712

TRADEMARK
REEL: 003369 FRAME: 0801

Date:

08/15/2006

Total Attachments: 14

source=2929 Trademark Sec. Agree.71#page1.tif
source=2929 Trademark Sec. Agree.71#page2.tif
source=2929 Trademark Sec. Agree.71#page3.tif
source=2929 Trademark Sec. Agree.71#page4.tif
source=2929 Trademark Sec. Agree.71#page5.tif
source=2929 Trademark Sec. Agree.71#page6.tif
source=2929 Trademark Sec. Agree.71#page7.tif
source=2929 Trademark Sec. Agree.71#page8.tif
source=2929 Trademark Sec. Agree.71#page9.tif
source=2929 Trademark Sec. Agree.71#page10.tif
source=2929 Trademark Sec. Agree.71#page11.tif
source=2929 Trademark Sec. Agree.71#page12.tif
source=2929 Trademark Sec. Agree.71#page13.tif
source=2929 Trademark Sec. Agree.71#page14.tif

EXECUTION VERSION

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

WHEREAS, 2929 ENTERTAINMENT LP (the "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors", and together with the Borrower, each a "Pledgor" and collectively the "Pledgors") 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; and

WHEREAS, pursuant to the Credit, Security, Guaranty and Pledge Agreement, dated as of August 4, 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 JPMorgan Chase Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) 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 Administrative 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 Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), 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) through (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 Administrative 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 Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative 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 Administrative 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 Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental 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 Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any Person shall do or perform any acts which the Administrative 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 Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative

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 Administrative 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 Administrative Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the 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 indefeasibly paid in full and performed, the Administrative Agent (on behalf of itself, the Issuing Bank and the 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 Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) will provide notice(s) required by Section 8.6 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 Fundamental 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 Fundamental 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 but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of August 4, 2006.

PLEDGORS:


2929 Entertainment LP

By: 
Name: Schuyler Hansen
Title: Authorized Signatory

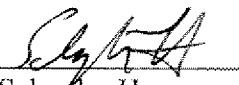
2929 DEVELOPMENT LLC

By: 
Name: Schuyler Hansen
Title: Chief Executive Officer

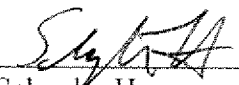
2929 INTERNATIONAL LLC

By: 
Name: Schuyler Hansen
Title: Treasurer

2929 PRODUCTIONS LLC

By: 
Name: Schuyler Hansen
Title: Treasurer

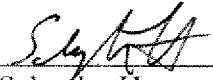
ACME FILM BOOKING, LLC

By: 
Name: Schuyler Hansen
Title: Authorized Signatory

BLACK CHRISTMAS LLC

By: 
Name: Schuyler Hansen
Title: Chief Executive Officer

FT, LLC

By: 
Name: Schuyler Hansen
Title: Treasurer

HD NET FILMS LLC

By: 
Name: Schuyler Hansen
Title: Chief Executive Officer

IN BLOOM LLC

By: 
Name: Schuyler Hansen
Title: Chief Executive Officer


MAGNOLIA PICTURES LLC

By: 
Name: Schuyler Hansen
Title: Chief Executive Officer


MAGNOLIA P&A FUND #1, LP

By: 
Name: Schuyler Hansen
Title: Chief Executive Officer

SPELLING BEE PRODUCTIONS LLC

By: 
Name: Schuyler Hansen
Title: Treasurer

TURISTAS LLC

By: 
Name: Schuyler Hansen
Title: Treasurer

WOTN LLC

By: 
Name: Schuyler Hansen
Title: Chief Executive Officer

STATE OF California)

: ss.:

COUNTY OF Los Angeles)

On this the 27th day of July, 2006, before me,
Paula Bolden, the undersigned Notary Public, personally appeared
Schuyler Hansen,

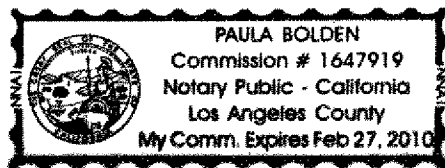
☒ personally known to me.

☐ proved to me on the basis of satisfactory evidence, to be the Authorized
Signatory of the limited partnership known as 2929 Entertainment LP and acknowledged that
2929 Entertainment LP executed it pursuant to a resolution of its general partners.

WITNESS my hand and official seal.



Notary Public



STATE OF California)

: ss.:

COUNTY OF Los Angeles)

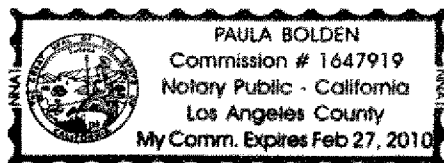
On this the 22nd day of July, 2004, before me,
Paula Bolden, the undersigned Notary Public, personally appeared
Schuyler Hansen,

☒ personally known to me,

☐ proved to me on the basis of satisfactory evidence, to be the Treasurer of 2929 Productions LLC, 2929 International LLC, Turistas LLC, FT, LLC and Spelling Bee Productions LLC (the "Grantors") and acknowledged that the Grantors executed it pursuant to a resolution of their sole member

WITNESS my hand and official seal.

Paula Bolden
Notary Public



STATE OF California)

: ss.:

COUNTY OF Los Angeles)

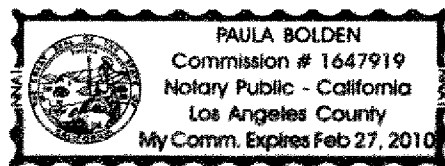
On this the 27th day of July, 2006, before me,
Paula Bolden, the undersigned Notary Public, personally appeared
Schuyler Hansen,

☒ personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Chief Financial Officer of 2929 Development LLC, HD NET Films LLC, In Bloom LLC, Black Christmas LLC, WOTN LLC and Magnolia Pictures LLC (the "Grantors") and acknowledged that the Grantors executed it pursuant to a resolution of their sole member.

WITNESS my hand and official seal.

Paula Bolden
Notary Public



STATE OF California)

: ss.:

COUNTY OF Los Angeles)

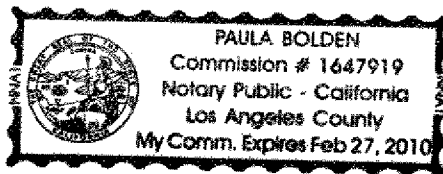
On this the 27th day of July, 2006, before me,
Paula Bolden, the undersigned Notary Public, personally appeared
Schuyler Hansen,

☒ personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Authorized
Signatory of Acme Film Booking, LLC ("Acme") and acknowledged that Acme executed it
pursuant to a resolution of its sole member.

WITNESS my hand and official seal.

Paula Bolden
Notary Public



STATE OF California)

: ss.:

COUNTY OF Los Angeles)

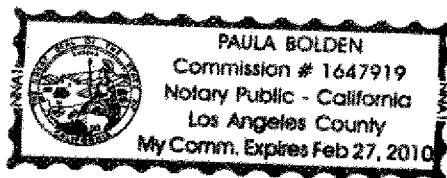
On this the 27th day of July, 2006 before me,
Paula Bolden, the undersigned Notary Public, personally appeared
Schuyler Hansen,

☒ personally known to me,

☐ proved to me on the basis of satisfactory evidence, to be the Chief Financial
Officer of Magnolia Pictures LLC ("Magnolia") who executed the foregoing instrument on
behalf of Magnolia (on behalf of Magnolia P&A Fund #1, LP), and acknowledged that Magnolia
executed it pursuant to a resolution of its general partner.

WITNESS my hand and official seal.

Paula Bolden
Notary Public



Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Country</u>
Magnolia Pictures	Magnolia Pictures LLC	2919326	United States
2929 Entertainment	2929 Entertainment LP	2827480	United States

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

None.