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2006 NOV -3 PM 2:24

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new addresses below.

FINANCE SECTION

11.3.06

1. Name of conveying party(ies):

Feature Films for Families, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Utah
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) \_\_\_\_\_

- 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: U.S. Bank National Association

Internal Address: 6th Floor

Street Address: 170 South Main Street

City: Salt Lake City

State: Utah

Country: United States Zip: 84101

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship \_\_\_\_\_
- Other Association    Citizenship National Bank

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)  
2565851

Additional sheet(s) attached?  Yes  No

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

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

Name: Lester K. Essig

Internal Address: Suite 1400

Street Address: 36 South State Street

City: Salt Lake City

State: Utah Zip: 84111

Phone Number: 801-323-3320

Fax Number: 801-532-7543

Email Address: lessig@rqn.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: Lester K. Essig

Attorney Acting on \_\_\_\_\_

Signature Behalf of Receiving Party

October 30, 2006

Date

Lester K. Essig

Total number of pages including cover sheet, attachments, and document: 7

Name of Person Signing

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

CONTINUATION OF ITEM 1 (OF RECORDATION FORM COVER SHEET)

Additional Names of Conveying Parties:

Rekab Sudskany, L.C. – Limited Liability Company (Utah)

RekabTserrof, L.C. – Limited Liability Company (Utah)

CONTINUATION OF ITEM 4 (OF RECORDATION FORM COVER SHEET)

Additional Trademark Registration No.'s:

3031875  
1806563  
2072985  
2072998  
2281571  
2281348  
2151814  
1759548  
2873752  
3084641  
2559732

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## Trademark Security Agreement

This Agreement is made as of the <sup>22<sup>nd</sup></sup> day of September, 2006, between Feature Films for Families, Inc., a Utah corporation; Rekab Sudskany, L.C., a Utah limited liability company; and Rekab Tserrof, L.C., a Utah limited liability company, each having a mailing address in care of 5286 South Commerce Drive, #A-116, Murray, Utah 84107 (individually and collectively referred to as "Grantors"), and U. S. Bank National Association, having a mailing address of 170 South Main Street, 6<sup>th</sup> Floor, Salt Lake City, Utah 84101, as agent for and on behalf of Lenders (as hereinafter defined) and, in such capacity, as assignee and secured party (together with any successors or assigns, "Grantee").

### RECITALS

A. Pursuant to the terms of an Amended and Restated Loan Agreement of even date herewith between Grantors and other related entities (collectively "Borrowers"), Grantee as Administrative Agent, and the financial institutions identified therein as "Lenders", Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers (the "Loans") in the amounts and manner set forth in the Amended and Restated Loan Agreement (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantors shall grant to Grantee a security interest in certain trademarks to secure the Borrowers' Obligations under the Loan Agreement.

B. Pursuant to the terms of the Transaction Documents, Grantors (and the other Borrowers) have granted to Grantee a security interest in all of Grantors' (and Borrowers') right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Borrowers' Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Borrowers' Obligations under the Loan Agreement, Grantors grant and pledge to Grantee a security interest in all of Grantors' right, title and interest in, to and under the Trademarks listed on Schedule A hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Grantee under the Transaction Documents. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Transaction Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein or in the Loan Agreement or any of the Transaction Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Grantee of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Loan Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

Grantors represent and warrant, to the best of their knowledge, that Schedule A attached hereto set forth any and all intellectual property rights in connection to which Borrowers have registered or filed an application with either the United States Patent and Trademark Office.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Feature Films for Families, Inc., a Utah corporation

By: [Signature]  
Name: Forrest S. Baker III  
Its: Chief Executive Officer

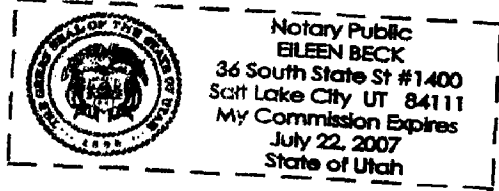
STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

Before me, the undersigned, a Notary Public, on this 25 day of September, 2006, personally appeared Forrest S. Baker III, the Chief Executive Officer of Feature Films for Families, Inc., a Utah corporation, to me known personally, and who, being by me duly sworn, deposes and says that that said instrument was signed and on behalf of said corporation by authority of its board of directors, and said Chief Executive Officer acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public  
Residing at:

My Commission expires:  
7-22-07

REKAB TSERROF, L.C.,  
a Utah limited liability company



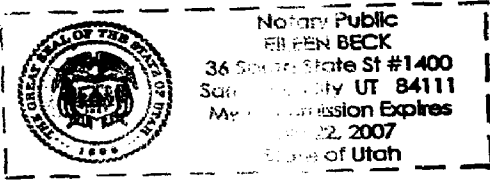
By: [Signature]  
Name: Forrest S. Baker III, Trustee of the Forrest S. Baker III Trust, u/a/d 12/30/92, as amended  
Its: Manager

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

Before me, the undersigned, a Notary Public, on this 25 day of September, 2006, personally appeared Forrest S. Baker III, Trustee of the Forrest S. Baker III Trust, u/a/d 12/30/92, as amended, the Manager of Rekab Tserrof, L.C., a Utah limited liability company, to me known personally, and who, being by me duly sworn, deposes and says that that said instrument was signed and on behalf of said limited liability company by authority of its members, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]  
Notary Public  
Residing at:

My Commission expires:  
7-22-07



REKAB SUDSKANY, L.C.,  
a Utah limited liability company

By: [Signature]  
Name: Forrest S. Baker III, Trustee of the Forrest S.  
Baker III Trust, u/a/d 12/30/92, as amended  
Its: Manager

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

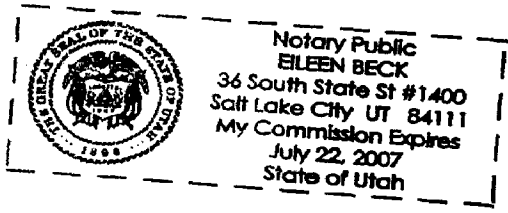
Before me, the undersigned, a Notary Public, on this 25 day of September, 2006, personally appeared Forrest S. Baker III, Trustee of the Forrest S. Baker III Trust, u/a/d 12/30/92, as amended, the Manager of Rekab Sudskany L.C., a Utah limited liability company, to me known personally, and who, being by me duly sworn, deposes and says that that said instrument was signed and on behalf of said limited liability company by authority of its members, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature: Eileen Beck]  
Notary Public  
Residing at: Salt Lake County

My Commission expires:  
7-22-07

U. S. BANK NATIONAL ASSOCIATION

By: [Signature: David P. Williams]  
Name: David P. Williams  
Title: Sr. Relationship Manager



STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

Before me, the undersigned, a Notary Public, on this 25 day of September, 2006, personally appeared David P. Williams a Vice President of U.S. Bank National Association, a national banking association, to me known personally, and who, being by me duly sworn, deposes and says that that said instrument was signed and on behalf of said association by authority of its board of directors, and said Vice President acknowledged said instrument to be the free act and deed of said association.

Schedule A  
To  
Trademark Security Agreement

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
ALL THINGS FAMILY	2565851	4-20-2002	Rekab Sudskany, L.C.
CHARACTERADE	3031875	12-20-2005	Rekab Sudskany, L.C.
FEATURE FILMS FOR FAMILIES	1806563	11-23-1993	Feature Films for Families, Inc.
FEATURE FILMS FOR FAMILIES	2072985	6-24-1997	Rekab Tserrof, L.C.
FEATURE FILMS FOR FAMILIES	2072998	6-24-1997	Rekab Tserrof, L.C.
FEATURE FILMS FOR FAMILIES	2281571	9-28-1999	Rekab Tserrof, L.C.
FEATURE FILMS FOR FAMILIES STRENGTHENING TRADITIONAL VALUES THROUGH ENTERTAINMENT	2281348	9-28-1999	Rekab Tserrof, L.C.
FEATURE FILMS FOR FAMILIES STRENGTHENING TRADITIONAL VALUES THROUGH ENTERTAINMENT	2151814	4-21-1998	Rekab Tserrof, L.C.
FF FOR FAMILIES	1759548	3-23-1993	Feature Films for Families, Inc.
MY FAMILY EXPLORER	2873752	8-17-2004	Rekab Sudskany, L.C.
THIS VERSION APPROVED BY FEATURE FILMS FOR FAMILIES	3084641	4-25-2006	Rekab Sudskany, L.C.
VISIPLEX FAMILY ENTERTAINMENT	2559732	4-9-2002	Rekab Sudskany, L.C.

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