

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/15/2006	National Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Crown Media Holdings, Inc.
<b>Street Address:</b>	12700 Ventura Blvd.
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Studio City
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91604
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2143098	CAPTAIN SIMIAN & THE SPACE MONKEYS
Registration Number:	2155334	DR. SPLITZ
Registration Number:	2157314	GOR-ILLA
Registration Number:	2157316	GORMONGUS
Serial Number:	75061196	PRIMATE AVENGER
Registration Number:	2157315	RHESUS 2
Registration Number:	2155333	SPEED PEELER
Registration Number:	2214949	SPYDOR
Serial Number:	75942591	LONESOME DOVE
Serial Number:	76037495	LONESOME DOVE
Serial Number:	76090235	LONESOME DOVE
Serial Number:	76090234	LONESOME DOVE
Serial Number:	76123997	LONESOME DOVE

CH \$340.00 2143098

CORRESPONDENCE DATA

Fax Number: (202)739-3001

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

Phone: 202-739-5723

Email: chimmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: Morgan, Lewis & Bockius, LLP

Address Line 2: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397.0028
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	12/27/2006

**Total Attachments: 5**

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PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT is executed as of December 15, 2006 (the "Partial Release") by JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), in its capacity as Agent (the "Agent") under that certain Credit, Security, Guaranty and Pledge Agreement dated as of August 31, 2001 (as amended, and as the same may be further amended, supplemented or otherwise modified, the "Credit Agreement") among Crown Media Holdings, Inc. (the "Borrower"), the Guarantors referred to therein, including Crown Media Distribution, LLC ("CMD"), the Lenders referred to therein, the Agent, and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), as Issuing Bank for the Lenders (the "Agent").

WHEREAS, pursuant to the Credit Agreement, the Borrower and the Guarantors (collectively, including CMD, the "Grantors") executed and delivered to the Agent (for the benefit of itself, the Issuing Bank and the Lenders) the Trademark Security Agreement dated as of August 31, 2001 recorded on November 6, 2001 at reel 2394, frame 872 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors have granted to the Agent, as security for the Obligations (as defined in the Credit Agreement), a continuing security interest in all of the Grantors' right, title and interest in, to and under certain intellectual property, including, without limitation, that certain Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, pursuant to a Purchase and Sale Agreement dated as of October 4, 2006 (as amended, the "PSA") between the Borrower, CM Intermediary, LLC ("CMI"), CMD and RHI Enterprises, LLC ("Enterprises"), the Borrower and CMI have agreed to sell (the "Sale") all of the equity interests in CMD to Enterprises;

WHEREAS, Enterprises has assigned all of its rights and interests under the PSA to RHI Entertainment, LLC (the "Buyer");

WHEREAS, each of the Borrower, CMI and CMD is a Grantor under the Trademark Security Agreement; and

WHEREAS, in connection with the Sale, the Grantors have requested that the Agent release (1) all of its liens in CMD's right, title and interest in and to all Trademark Collateral (to the extent of CMD's interest therein), including each item of Trademark Collateral listed on Exhibit A hereto, and (ii) all of its liens in the Borrower's right, title and interest, solely to all Trademark Collateral (to the extent of Borrower's interest therein) which is listed on Exhibit A hereto, in each case without prejudice to any of the Agent's liens in any of the remaining rights in the Trademark Collateral.

For good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby:

(a) releases the liens and security interests granted by CMD to the Agent pursuant to any security agreement (including but not limited to the Trademark Security Agreement) in the right, title and interest of CMD in, to and under any item of Trademark Collateral, including each item of Trademark Collateral listed on Exhibit A hereto;

(b) releases the liens and security interests granted by the Borrower to the Agent pursuant to any security agreement (including but not limited to the Trademark Security Agreement) in, to and under each item of Trademark Collateral listed on Exhibit A hereto, but does not release any lien or security interest granted by the Borrower in any right, title or interest to any Trademark Collateral which is not listed on Exhibit A;

(c) to the extent the Agent shall be deemed to have any right, title or interest in, to and under any item of Trademark Collateral held by CMD, Agent retransfers and reassigns to CMD all of such right, title and interest solely with respect to any such item of Trademark Collateral, including each item of Trademark Collateral listed on Exhibit A hereto; and

(d) terminates the Trademark Security Agreement *solely* with respect to CMD.

For the avoidance of doubt, this Partial Release fully and completely releases and discharges all liens and security interests granted to the Agent in, to and under the Trademark Collateral listed on Exhibit A hereto, but in no way affects any security interests granted to the Agent in, to and under any Trademark Collateral relating to any Trademark registration or application *not* listed on Exhibit A hereto.

For the avoidance of doubt, this Partial Release in no way affects the Agent's continuing security interest in all of the right, title and interest in, to and under any item of Trademark Collateral of any Grantor other than the Borrower and CMD, including, without limitation, CMI and each of the other remaining Grantors.

Except as expressly modified hereby, the Trademark Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof.

By executing this Partial Release, the Borrower represents and warrants that Exhibit A hereto lists each and every Trademark registration or application held by CMD as of the date hereof, but no Trademark registration or application held by any remaining Grantor.

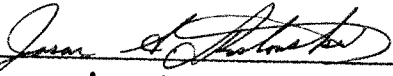
Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Trademark Security Agreement.

This Release of Trademark Security Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed by its duly authorized officer as of the date first written above.

[Signature Page Follows]

JPMORGAN CHASE BANK, N.A.  
(formerly known as JPMorgan Chase Bank),  
as Agent

By:   
Name: Jason A. Rastovski  
Title: **Jason A. Rastovski**  
**Vice President**

**ACKNOWLEDGED and AGREED:**

Crown Media Holdings, Inc.

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

*Signature Page to Termination of Trademark Security Agreement*

JPMORGAN CHASE BANK, N.A.  
(formerly known as JPMorgan Chase Bank),  
as Agent

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

**ACKNOWLEDGED and AGREED:**

Crown Media Holdings, Inc.

By: Charles Stanford  
Name: Charles Stanford  
Title: EVP

*Signature Page to Termination of Trademark Security Agreement*

Schedule A  
to Partial Release Of Trademark Security Agreement

**U.S. TRADEMARKS**

Description of Trademark	Owner	Registration or Application Number	Registration or Application Date	Jurisdiction of Registration or Application	Third Party Licenses, Sublicenses or Material Agreements affecting the Trademark
Captain Simian & The Space Monkeys	Crown Media Distribution, LLC	R:2,143,098	3/10/98	U.S.	N/A
Dr. Splitz		R:2,155,334	5/5/98	U.S.	N/A
Gor-Illa		R:2,157,314	5/12/98	U.S.	N/A
Gormongus		R:2,157,316	5/12/98	U.S.	N/A
Primate Avenger		A:75/061,196	2/22/96	U.S.	N/A
Rhesus 2		R:2,157,315	5/12/98	U.S.	N/A
Speed Peeler		R:2,155,333	5/5/98	U.S.	N/A
Spydor		R:2,214,949	12/29/98	U.S.	N/A
Lonesome Dove		A:75/942,591 A:76/037,495 A:76/090,235 A:76/090,234 A:76/123,997	3/13/00 5/1/00 7/17/00 7/17/00 9/7/00	U.S.	N/A