

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
Home Vision Entertainment, Inc.		01/11/2007	CORPORATION: DELAWARE
Egami Media, Inc.		01/11/2007	CORPORATION: DELAWARE
Image Entertainment (UK), Inc.		01/11/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78542865	EGAMI MEDIA A SUBSIDIARY OF IMAGE ENTERTAINMENT	
Registration Number:	3000209	HVE	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	45035.00011		
NAME OF SUBMITTER:	Claudia R Immerzeel		

OP \$65.00 78542865

Signature:

/Claudia R Immerzeel/

Date:

01/11/2007

Total Attachments: 13

source=ImageTSA#page1.tif
source=ImageTSA#page2.tif
source=ImageTSA#page3.tif
source=ImageTSA#page4.tif
source=ImageTSA#page5.tif
source=ImageTSA#page6.tif
source=ImageTSA#page7.tif
source=ImageTSA#page8.tif
source=ImageTSA#page9.tif
source=ImageTSA#page10.tif
source=ImageTSA#page11.tif
source=ImageTSA#page12.tif
source=ImageTSA#page13.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of January 11, 2007, is entered into by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Secured Party"), with reference to the following:

WHEREAS, **IMAGE ENTERTAINMENT, INC.**, a Delaware corporation ("Borrower"), and Secured Party, have entered into that certain Amended and Restated Loan and Security Agreement, dated as of August 10, 2005 (as from time to time amended, modified, supplemented, renewed, extended, or restated, the "Loan Agreement"), pursuant to which Secured Party has agreed to make certain financial accommodations to Borrower;

WHEREAS, each Grantor has executed that certain General Continuing Guaranty, dated as of January 11, 2007 (as amended, restated, modified, renewed or extended from time to time, the "Guaranty"), pursuant to which such Grantor has guaranteed the Obligations of Borrower owed to Secured Party under the Loan Agreement and the other Loan Documents;

WHEREAS, each Grantor and Secured Party have entered into that certain Security Agreement, dated as of January 11, 2007 (as amended, restated, modified, renewed or extended from time to time, the "Guarantor Security Agreement"), pursuant to which such Grantor has granted to Secured Party security interests in (among other things) all of the general intangibles of such Grantor; and

WHEREAS, Grantors have agreed to execute and deliver this Agreement to Secured Party for filing with the PTO (as defined below) and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantors hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" has the meaning set forth in the preamble hereto.

"Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

"Borrower" has the meaning set forth in the recitals hereto.

“Code” means the Uniform Commercial Code in effect from time to time in the State of California.

“Event of Default” has the meaning set forth in the Loan Agreement.

“Grantor” or “Grantors” has the meaning set forth in the preamble hereto.

“Guarantor Security Agreement” has the meaning set forth in the recitals hereto.

“Guaranty” has the meaning set forth in the recital hereto.

“Loan Agreement” has the meaning set forth in the recitals hereto.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the Code, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Grantor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Grantor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean, with respect to each Grantor, all liabilities, obligations, or undertakings owing by such Grantor of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by, the Guaranty and any other Loan Document to which such Debtor is a party (including, without limitation, this Agreement), irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including, any and all interest which, but for the application of the provisions of the Bankruptcy Code, would have accrued on such amounts) and any and all costs, fees (including attorneys fees), and expenses which such Grantor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Secured Party” has the meaning set forth in the preamble hereto.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) Any reference herein to the payment in full of the Obligations shall mean the payment in full in cash of all Obligations, and the termination of all commitments of Secured Party to extend financing under the Loan Documents (including, without limitation, Advances and term loans under the Capital Expenditure Loan Note), and the return of all Letters of Credit undrawn or the provision of cash collateral therefor in an amount equal to 105% of the then extant Letter of Credit Usage.

(x) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, or between the terms and provisions of this Agreement and the Guarantor Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest

extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Grantor and supplemental rights and remedies in favor of Secured Party (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed in conflict with the Loan Agreement. In the event of any actual, irreconcilable conflict between this Agreement and the Guarantor Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern.

2. Security Interest.

(a) Assignment and Grant of Security Interests. To secure the prompt payment and performance of the Secured Obligations, each Grantor hereby grants, assigns, transfers and conveys to Secured Party continuing security interests in all of such Grantor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Grantor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified for such Grantor on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of such Grantor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Grantor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing Trademark Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

(b) Continuing Security Interests. Each Grantor agrees that this Agreement shall create continuing security interests in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Guarantor Security Agreement. This Agreement shall be fully incorporated into the Guarantor Security Agreement and all understandings, agreements and provisions contained in the Guarantor Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Guarantor Security Agreement.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Each Grantor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interests in the Trademark Collateral and to accomplish the purposes of this Agreement. If any Grantor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of such Grantor, or in the name of Secured Party or otherwise, without notice to or assent by such Grantor, and each Grantor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as such Grantor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Grantor on all or any of such documents or instruments and perform all other acts that Secured Party reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Secured Party's security interests in, the Trademark Collateral, and (ii) if an Event of Default has occurred and is continuing, to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Grantor, which Secured Party reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Each Grantor represents and warrants to Secured Party, as follows:

(a) No Other Trademarks. Schedule A sets forth, a true and correct list of all of the existing Trademarks (whether registered or otherwise), or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Grantor.

(b) Validity. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each of the Trademarks is valid and enforceable.

(c) Title. (i) Such Grantor has rights in and good and defensible title to its Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, such Grantor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by such Grantor not to sue third persons, and (iii) with respect to any Trademarks for which such Grantor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Grantor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Grantor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Grantor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. (i) No material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by such Grantor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. Such Grantor has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Each Grantor covenants that so long as this Agreement shall be in effect, such Grantor shall:

(a) comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents;

(b) promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark

Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Grantor is a licensee;

(c) on a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, such Grantor:

(i) hereby authorizes Secured Party in its sole discretion if such Grantor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party, to modify this Agreement without first obtaining such Grantor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by such Grantor after the execution hereof, or to delete any reference to any right, title or interest in any Trademark Collateral in which such Grantor no longer has or claims any right, title or interest; and

(ii) hereby authorizes Secured Party, in its sole discretion, to file one or more financing or continuation statements, or any amendments thereto, if such Grantor refuses to execute and deliver, or fails timely to execute and deliver, any such financing or continuation statement, or amendment thereto it is requested to execute and deliver by Secured Party, relative to all or any portion of the Trademark Collateral, without the signature of such Grantor where permitted by law;

(d) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and do all other acts and take all other measures which, in such Grantor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain the Trademark Collateral and all of such Grantor's rights therein, including the diligent prosecution of any material trademark application pending as of the date of this Agreement or thereafter;

(e) comply with each of the terms and provisions of this Agreement, and not enter into any agreement (for example, a license agreement) which may be inconsistent with the obligations of such Grantor under this Agreement, without Secured Party's prior written consent; and

(f) not permit the inclusion in any contract to which such Grantor becomes a party of any provision that could or might impair or prevent the creation of a security interest in favor of Secured Party in such Grantor's rights and interest in any property included within the definition of Trademark Collateral.

6. Future Rights. If and when any Grantor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to Secured Party prompt notice thereof. Each Grantor shall do all things reasonably deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. If any Grantor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, such Grantor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Grantor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Secured Party. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Grantor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. Upon the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Each Grantor agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to the Code and in accordance with the applicable provisions of the Loan Agreement. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, Secured Party shall have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies with respect to (among other things) any tangible asset of such Grantor in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by such Grantor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party (in its Permitted Discretion) deems necessary or advisable, in the name of any Grantor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event each Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, each Grantor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for

that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Grantor and Secured Party and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement, the Loan Agreement and the Guarantor Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Guarantor Security Agreement. The foregoing notwithstanding, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement

16. Guarantor Security Agreement. Each Grantor acknowledges that the rights and remedies of Secured Party with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Guarantor Security Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the final payment in full in cash of the Obligations, this Agreement shall terminate, and the Trademark Collateral shall be released from the Liens created hereby, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the applicable Grantor. Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by any Grantor, at such Grantor's expense, as shall be necessary to evidence the termination of the Liens granted by such Grantor to Secured Party.

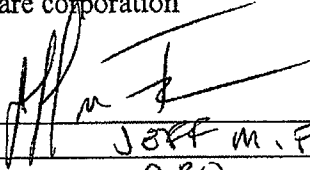
19. New Subsidiaries. Pursuant to Section 6.18 of the Loan Agreement, any direct or indirect Subsidiary (whether by acquisition or creation) of Borrower or of any Guarantor in any way arising after the date hereof is required to enter into this Agreement by executing and delivering in favor of Secured Party a joinder or other supplement to this Agreement. Upon the execution and delivery of such joinder or other supplement by such new Subsidiary, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Agreement shall expressly not require the consent of any other Grantor hereunder or the Secured Party. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor hereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTORS:

HOME VISION ENTERTAINMENT, INC.,
a Delaware corporation

By: 
Name: JEFF M. FRAME
Title: CFO

EGAMI MEDIA, INC.,
a Delaware corporation

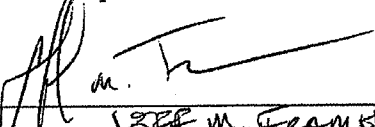
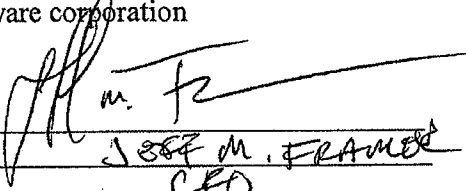
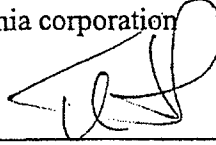
By: 
Name: JEFF M. FRAME
Title: CFO

IMAGE ENTERTAINMENT (UK), INC.,
a Delaware corporation

By: 
Name: JEFF M. FRAME
Title: CFO

SECURED PARTY:

WELLS FARGO FOOTHILL, INC.
a California corporation



By: _____
Name: Terri Le
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003459 FRAME: 0743

SCHEDULE A

to the Trademark Security Agreement

Trademarks of Grantor

Trademarks and Trademark Applications

Federal Trademarks and Trademark Applications:

I. Grantor: Egami Media, Inc.

<u>Description</u>	<u>Serial / Registration No.</u>	<u>Country</u>	<u>Filing Date / Registration Date</u>
EGAMI MEDIA A SUBSIDIARY OF IMAGE ENTERTAINMENT	78542865	US	1/5/2005 (Filing Date)

II. Grantor: Home Vision Entertainment, Inc.

<u>Description</u>	<u>Serial / Registration No.</u>	<u>Country</u>	<u>Filing Date / Registration Date</u>
HVE and design	3000209	US	11/27/2005 (Registration Date)