

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment Number One to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Image Entertainment, Inc.		01/11/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Foothill, Inc.		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2901782	IMAGE MUSIC GROUP	
Registration Number:	2665836	IMAGE ENTERTAINMENT	
Registration Number:	2627964	IMAGE ENTERTAINMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2136836339		
<b>Email:</b>	claudiaimmerzeel@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings Janofsky & Walker LLP		
<b>Address Line 1:</b>	515 South Flower Street, 25th floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	45035.00011		
<b>NAME OF SUBMITTER:</b>	Claudia R. Immerzeel		
<b>Signature:</b>	/Claudia R. Immerzeel/		

OP \$90.00 2901782

Date:

01/11/2007

**Total Attachments: 4**

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## AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of January 11, 2007 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of December 28, 1998 (the "Trademark Security Agreement"), among **IMAGE ENTERTAINMENT, INC.**, a Delaware corporation, successor to Image Entertainment, Inc., a California corporation (the "Debtor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, ("Secured Party"), and recorded in the United States Patent and Trademark Office at Reel/Frame 1842/0037. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Secured Party wish to amend the Trademark Security Agreement by adding additional Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

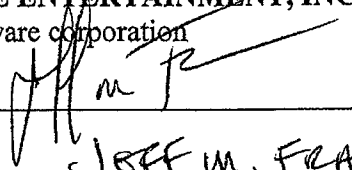
1. Debtor and Secured Party hereby agree that the Trademark Collateral listed on Annex 1 attached hereto shall be added to and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Secured Obligations.
2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Annex 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.
4. This Amendment 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.
5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

**DEBTOR:**

**IMAGE ENTERTAINMENT, INC.,**  
a Delaware corporation

By: 

Name: JEFF M. FRAMOK

Title: CFO

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003459 FRAME: 0755**

SECURED PARTY:

WELLS FARGO FOOTHILL, INC.,  
a California corporation

By:  \_\_\_\_\_

Name: \_\_\_\_\_ Terri Le

Vice President

Title: \_\_\_\_\_

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY  
AGREEMENT]

TRADEMARK  
REEL: 003459 FRAME: 0756

ANNEX I

**IMAGE ENTERTAINMENT, INC. TRADEMARKS**

<u>Trademark</u>	<u>U.S. Registration No./ Application No.</u>	<u>Registration Date</u>
IMAGE MUSIC GROUP	2901782	11/9/2004
IMAGE ENTERTAINMENT	2665836	12/24/2002
IMAGE ENTERTAINMENT	2627964	10/01/2002