

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
SELP, LLC		04/18/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	2000 Avenue of the Stars
Internal Address:	Suite 210
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2350427	SUMMIT ENTERTAINMENT
Registration Number:	2097426	SUMMIT ENTERTAINMENT
Registration Number:	2350426	SUMMIT ENTERTAINMENT
Registration Number:	2097423	SUMMIT ENTERTAINMENT
Registration Number:	3067030	SUMMIT PRODUCTIONS

CORRESPONDENCE DATA

Fax Number: (310)500-3501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-500-3624
 Email: ppiliero@linerlaw.com
 Correspondent Name: Philip Piliero
 Address Line 1: 1100 Glendon Avenue
 Address Line 2: 14th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90024

CH \$140.00 2350427

NAME OF SUBMITTER:	Philip Piliero
Signature:	/Philip Piliero/
Date:	04/20/2007

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS)

WHEREAS, each of SUMMIT ENTERTAINMENT, LLC, (the "Borrower" and a "Grantor"), SUMMIT DISTRIBUTION, LLC, SELP, LLC, SUMMIT ENTERTAINMENT N.V., SUMMIT PRODUCTIONS, LLC, SUMMIT ENTERTAINMENT DEVELOPMENT SERVICES, INC. and SUMMIT ENTERTAINMENT LIMITED (each, a "Grantor" and collectively with the Borrower, the "Grantors") now owns or holds 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 Governmental Authority 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 1 hereto, as such Schedule may, through the delivery of a Trademark Security Agreement Supplement by the applicable Grantor in possession of additional Trademarks subsequently applied for, registered or otherwise adopted or acquired, be amended from time to time by the addition of such Trademarks;

WHEREAS, pursuant to that certain Security and Intercreditor Agreement, dated as of April 18, 2007 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in Annex A to the Security Agreement), by and among the Borrower, the other grantors party thereto, the Facility Agents and the Collateral Agent;

WHEREAS, pursuant to the terms of the Security Agreement and certain related documents, each of the Grantors has granted to the Collateral Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of each of the Grantors, including, without limitation, all right, title and interest of each of the Grantors in, to and under all of the Grantors' Trademarks, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantors, 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 Aggregate Facility Obligations; and

WHEREAS, the Collateral Agent and the Grantors 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, each of the Grantors does hereby grant to the Collateral Agent (for the benefit of the Secured Parties), as security for the Aggregate Facility Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following (all of the following items (i)-(ii) 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 Grantors:

(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 I hereto and

(ii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by any of the Grantors against third Persons for the past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.

Each of the Grantors agrees that if any Person shall do or perform any act(s) which the Collateral Agent reasonably believes constitutes an infringement of any Trademark, or violate or infringe any right therein of the Grantors, the Collateral Agent or the Lenders, or if any Person shall do or perform any acts which the Collateral Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantors (or if an Event of Default is at the time continuing, then upon written notice), the Collateral Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Collateral 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 reasonable steps as may be advisable or necessary or proper for the full protection of the rights of the Grantors and/or the Secured Parties. The Collateral Agent may take such steps or institute such suits or proceedings in its own name or in the name of any of the Grantors or in the names of the parties jointly. The Collateral Agent hereby agrees to give each of the Grantors written notice of any steps taken, or any suits or proceedings instituted, by the Collateral Agent pursuant to this paragraph, and each of the Grantors agrees to reasonably assist the Collateral Agent with any reasonable steps taken, or any suits or proceedings instituted by the Collateral Agent pursuant to this paragraph at the Grantors' expense.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement and certain related documents. The Borrower, the other Grantors and the Collateral Agent do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Security 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 have terminated and all Aggregate Facility Obligations have been paid in full and performed, the Collateral Agent (on behalf of the Secured Parties), shall

promptly execute and deliver to each of the Grantors, at the Grantors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper and take all actions relating thereto as may be necessary or proper to terminate the security interest of the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to the terms hereof or of the Security Agreement.

Subject to the terms and conditions of the Security Agreement, the Collateral Agent (on behalf of the Secured Parties), will provide notice(s) required by Section 6.02(d) of the Security 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 Security Agreement and the other Transaction Documents to which they are parties, the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Security Agreement and the other Transaction 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, EXCLUSIVE OF ITS CONFLICTS OF LAW PROVISIONS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

This Trademark Security Agreement, and any modifications, amendments or supplements 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 be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Executed copies of the signature pages of this Trademark Security Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile, TIFF or PDF also shall deliver a manually executed counterpart of this Trademark Security Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed as of the date first written above.

SUMMIT ENTERTAINMENT, LLC,
a Delaware limited liability company,
as the Borrower and as a Grantor

By: 
Name: Robert G. Friedman
Title: Chief Executive Officer

By: _____
Name: Robert E. Hayward
Title: Chief Operating Officer

By: _____
Name: Patrick D. Wachsberger
Title: President

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed as of the date first written above.

SUMMIT ENTERTAINMENT, LLC,
a Delaware limited liability company,
as the Borrower and as a Grantor

By: _____

Name: Robert G. Friedman

Title: Chief Executive Officer

By: _____

Name: Robert E. Hayward

Title: Chief Operating Officer


By: _____

Name: Patrick D. Wachsberger

Title: President

SUMMIT DISTRIBUTION, LLC,
a Delaware limited liability company, as a Grantor

By: Summit Entertainment, LLC, its manager

By: 
Name: Robert G. Friedman
Title: Chief Executive Officer

SELP, LLC,
a California limited liability company, as a Grantor

By: _____
Name: Robert E. Hayward
Title: Chief Operating Officer

SUMMIT ENTERTAINMENT N.V.,
a Netherlands limited liability company, as a
Grantor

By: Summit Entertainment Ltd., its sole owner

By: SELP, LLC, its sole owner

By: _____
Name: Robert E. Hayward
Title: Chief Operating Officer

SUMMIT DISTRIBUTION, LLC,
a Delaware limited liability company, as a Grantor

By: Summit Entertainment, LLC, its manager

By: _____
Name: Robert G. Friedman
Title: Chief Executive Officer

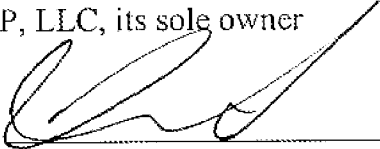
SELP, LLC,
a California limited liability company, as a Grantor

By: 
Name: Robert E. Hayward
Title: Chief Operating Officer

SUMMIT ENTERTAINMENT N.V.,
a Netherlands limited liability company, as a
Grantor

By: Summit Entertainment Ltd., its sole owner

By: SELP, LLC, its sole owner

By: 
Name: Robert E. Hayward
Title: Chief Operating Officer

SUMMIT PRODUCTIONS, LLC,
a California limited liability company, as a Grantor

By:  _____

Name: Andrew Matosich

Title: Manager

SUMMIT ENTERTAINMENT DEVELOPMENT
SERVICES, INC.,
a California corporation, as a Grantor

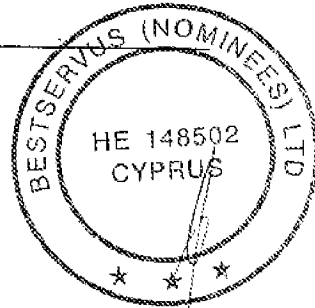
By:  _____

Name: Robert E. Hayward

Title: President

SUMMIT ENTERTAINMENT LIMITED,
as a Grantor

By:
Title:



Accepted:

COMERICA BANK, as
Collateral Agent

By:  _____

Name:

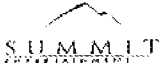

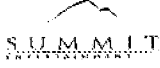
Title:¹

**BRYAN LACOUR
VICE PRESIDENT**

¹ Insert notary block if required by Collateral Agent.

Schedule 1 to Trademark Security Agreement

Trademarks

MARK	CLASS	COUNTRY	SERIAL / REG. №	FILING / REG. DATE	FIRST USE	STATUS	APPLICANT / OWNER
SUMMIT ENTERTAINMENT	9	U.S.	2,350,427	5-16-2000	7-16-1999	REGISTERED	SELP, LLC
SUMMIT ENTERTAINMENT	41	U.S.	2,097,426	9-16-1997	11-00-1993	REGISTERED	SELP, LLC
SUMMIT ENTERTAINMENT & DESIGN 	9	U.S.	2,350,426	5-16-2000	7-06-1999	REGISTERED	SELP, LLC
SUMMIT ENTERTAINMENT & DESIGN 	41	U.S.	2,097,423	9-16-1997	11-00-1993	REGISTERED	SELP, LLC
SUMMIT PRODUCTIONS	41	U.S.	3,067,030	3-14-2006	1989	REGISTERED	SELP, LLC
SUMMIT ENTERTAINMENT	9 & 41	United Kingdom	2125223	5-29-1998	11-00-1993	REGISTERED	SELP, LLC
SUMMIT ENTERTAINMENT & DESIGN 	9 & 41	United Kingdom	2125306	12-5-1997	11-00-1993	REGISTERED	SELP, LLC
SUMMIT	--	U.S.	--	--	12-15-1990	COMMON LAW	SELP, LLC
SUMMIT EXPORT GROUP	--	U.S.	--	--	12-15-1990	COMMON LAW	SELP, LLC
SUMMIT ENTERTAINMENT	--	U.S.	--	--	5-11-1993	COMMON LAW	SELP, LLC
SUMMIT ENTERTAINMENT GROUP	--	U.S.	--	--	5-11-1993	COMMON LAW	SELP, LLC

Schedule 1 to
Trademark Security Agreement