

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien Facility)
EFFECTIVE DATE:	04/13/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RHI Entertainment, LLC		04/13/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	78805714	RHI ENTERTAINMENT
Serial Number:	78805734	RHI ENTERTAINMENT
Serial Number:	78805755	RHI ENTERTAINMENT
Serial Number:	78805774	RHI ENTERTAINMENT
Serial Number:	78805785	RHI ENTERTAINMENT
Serial Number:	78805801	RHI ENTERTAINMENT
Serial Number:	78805816	RHI ENTERTAINMENT
Serial Number:	78805824	RHI ENTERTAINMENT
Serial Number:	78806219	RHI ENTERTAINMENT
Serial Number:	78806239	RHI ENTERTAINMENT
Serial Number:	78806260	RHI ENTERTAINMENT
Serial Number:	78806301	RHI ENTERTAINMENT

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Serial Number:	78806314	RHI ENTERTAINMENT
Serial Number:	78806331	RHI ENTERTAINMENT
Serial Number:	78806346	RHI ENTERTAINMENT
Serial Number:	78806360	RHI ENTERTAINMENT
Serial Number:	78847448	FINLEY THE FIRE ENGINE
Serial Number:	78847941	FINLEY THE FIRE ENGINE
Serial Number:	78866457	HI VOLTAGE TV
Serial Number:	78866509	HI VOLTAGE FILMS

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027395723
Email: trademarks@morganlewis.com
Correspondent Name: Carolyn Himmelfarb
Address Line 1: 1111 Pennsylvania Avenue, N.W.
Address Line 2: Attention: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397.0331
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	04/30/2007

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, RHI Entertainment, LLC, a Delaware limited liability company (the "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the "Pledgors", and individually as a "Pledgor"), now own or hold 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 (other than any "intent to use" trademark or service mark applications for which a statement of use has not been filed), including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency 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 A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of January 12, 2006, as Amended and Restated as of April 13, 2007 (as the same has been or may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent") the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to substantially all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, 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 Obligations in accordance with the terms of the Credit Agreement; and

WHEREAS, the Administrative Agent and the Pledgors 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 pursuant to the terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property 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 Pledgors:

(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 A annexed hereto;

(ii) each Trademark license, to the extent the grant of a Lien in such Trademark license would not (subject to limitations set forth under the Credit Agreement with respect to the aggregate receivables relating thereto) constitute or result in a breach, termination or default thereunder or otherwise be prohibited under Applicable Law; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree to deliver updated copies of Schedule A in accordance with the terms of the Credit Agreement to the Administrative Agent within sixty (60) days after any Pledgor acquires any material U.S. or foreign trademark, service mark, trade name or service name not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof; provided, that registration shall only be required for foreign trademarks, services marks, trade names or service names upon the reasonable request of the Administrative Agent after consultation with the Borrower if, in the reasonable judgment of the Administrative Agent, such foreign registration is necessary in order to perfect its security interest in the related distribution rights.

Subject to the Intercreditor Agreement, if an Event of Default has occurred and is continuing, the Pledgors agree that if any Person shall do or perform any act(s) which the

Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative 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 steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Subject to the Intercreditor Agreement, the Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to reasonably assist the Administrative Agent with any reasonable steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit 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 under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of itself and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been properly made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental 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.

This Agreement, and any modifications or amendments 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 constitute but one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of April 13, 2007.

RHI ENTERTAINMENT, LLC

By 

Name: Peter von Gal

Title: Chief Operating Officer

RHI ENTERTAINMENT DISTRIBUTION, LLC

By 

Name: Anthony Guido

Title: EVP + Secretary

RHI ENTERTAINMENT PRODUCTIONS, LLC

By 

Name: Timothy Clyne

Title: Vice President, Finance

RHI INTERNATIONAL DISTRIBUTION, INC.

By 

Name: Michael Isaacson

Title: Vice President + Treasurer

STATE OF New York)
 : ss.:
 COUNTY OF Westchester)

On this the 13 day of April, 2007, before me, Jeffrey L. Ringer,
 the undersigned Notary Public, personally appeared Peter van Gal,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Chief Executive Officer
 of the company known as RHI ENTERTAINMENT, LLC (the "Company") who executed the
 foregoing instrument on behalf of the Company and acknowledged that the Company executed it
 pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

Jeffrey L. Ringer
 Notary Public

JEFFREY L. RINGLER
 Notary Public, State of New York
 No. 02R15085983
 Qualified in Westchester County
 Commission Expires September 29, 2009
certificates in file in my county

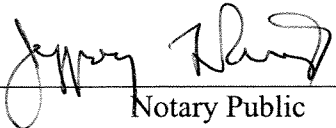
STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 13 day of April, 2007, before me, Jeffrey L. Ringle,
the undersigned Notary Public, personally appeared Anthony Guido,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the EVP + Secretary
of the company known as RHI ENTERTAINMENT DISTRIBUTION, LLC (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

JEFFREY L. RINGLER
Notary Public, State of New York
No. 02R15085983
Qualified in Westchester County
Commission Expires September 29, 2009
Commission expires in Westchester County

STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 13 day of April, 2007, before me, Jeffrey L. Ringle,
the undersigned Notary Public, personally appeared Michael Jackson,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Vice President & Treasurer
of the company known as RHI INTERNATIONAL DISTRIBUTION, INC. (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

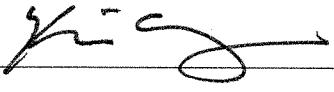
WITNESS my hand and official seal.

Jeffrey L. Ringle
Notary Public

JEFFREY L. RINGLER
Notary Public, State of New York
No. 02R15085983
Qualified in Westchester County
Commission Expires September 29, 2009
Certificate on file in my County

Accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: _____
Title: Kin W. Cheng
Vice President.

Signature Pages to Trademark Security Agreement – Second Lien

TRADEMARK
REEL: 003531 FRAME: 0901

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Trademark</u>
United States	RHI ENTER TAINM ENT, LLC ("RHI")	78/805714, 78/805734, 78/805755, 78/805774, 78/805785, 78/805801, 78/805816, 78/805824	N/A	2/2/2006	RHI ENTERTAINMENT
United States	RHI	78/806219, 78/806239, 78/806260, 78/806301, 78/806314, 78/806331, 78/806346, 78/806360	N/A	2/3/2006	RHI ENTERTAINMENT & Design
United States	RHI	78/847448	N/A	3/28/2006	FINLEY THE FIRE ENGINE
United States	RHI	78/847941	N/A	3/28/2006	FINLEY THE FIRE ENGINE & Design
United States	RHI	78/866457	N/A	4/21/2006	HI VOLTAGE TV
United States	RHI	78/866509	N/A	4/21/2006	HI VOLTAGE FILMS

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

None