

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
Movie Gallery US, LLC		03/08/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	Twelfth Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1798262	MOVIE GALLERY
Registration Number:	2518769	MOVIE GALLERY
Registration Number:	1432368	MOVIE GALLERY
Registration Number:	2433463	MOVIEGALLERY.COM
Registration Number:	2440747	MOVIEGALLERY.COM
Registration Number:	2929469	MOVIE GALLERY FAST FOWARD
Registration Number:	3044067	QUIET TIME GUARANTEED
Registration Number:	2714013	SUN AND SOUL
Registration Number:	2741706	SUN AND SOUL
Registration Number:	2687083	SUN AND SOUL
Registration Number:	1927616	GAME ZONE
Registration Number:	2922155	GAME ZONE
Registration Number:	1654006	VIDEO UPDATE

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Registration Number:	1663728	VIDEO UPDATE
Registration Number:	1654603	VIDEO UPDATE
Registration Number:	2383834	VIDEO UPDATE
Registration Number:	2230693	HERE. NOW. GUARANTEED.
Registration Number:	1665301	THE VIDEO CONNECTION
Registration Number:	1683279	VIDEO CONNECTION
Registration Number:	1893385	THE PLAYERS EDGE
Registration Number:	2555865	NC-55 NO CHILDREN UNDER 55
Registration Number:	2558734	SILVER SCREEN CLUB
Registration Number:	3039640	PLAY ON PROMISE
Registration Number:	2944625	GAMEAPALOOZA
Registration Number:	3081356	PLAY.NOW.GUARANTEED.
Registration Number:	3064694	PLAY ON
Registration Number:	1665300	VIDEO CONNECTION
Serial Number:	76626166	GUARANTEED PRE-PLAYED

CORRESPONDENCE DATA

Fax Number: (917)777-2432
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-2432
Email: mfagin@skadden.com
Correspondent Name: Matthew Fagin
Address Line 1: 4 Times Square
Address Line 2: 27-420
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	244130/1061
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	07/12/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 8, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of **MOVIE GALLERY US, LLC** (the Grantor") and **CAPITALSOURCE FINANCE LLC**, having an address at 4445 Willard Avenue, Twelfth Floor, Chevy Chase, MD 20815 in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is a party to a Pledge and Security Agreement (Second Lien) dated as of March 8, 2007 (the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest

granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to the conflicts of law principles thereof.

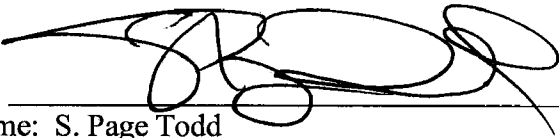
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

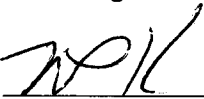
MOVIE GALLERY US, LLC, a Delaware limited liability company

By: Movie Gallery, Inc., its sole member and manager

By: 
Name: S. Page Todd
Title: Executive Vice President, Secretary and General Counsel

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC
as Collateral Agent

By: 
Name: Michael Keller
Title: Director

Signature Page to Second Lien Trademark Security Agreement

1213276-New York Server 7A

TRADEMARK
REEL: 003579 FRAME: 0428

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE I
to Trademark Security Agreement

MOVIE GALLERY US, LLC

Registered U.S. Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Movie Gallery	1,798,262	10/12/1993
U.S.	Movie Gallery & Design	2,518,769	12/11/2001
U.S.	Movie Gallery & Design	1,432,368	03/10/1987
U.S.	MovieGallery.com	2,433,463	03/06/2001
U.S.	MovieGallery.com & Design	2,440,747	04/03/2001
U.S.	Movie Gallery Fast Forward & Design	2,929,469	04/01/2005
U.S.	Quiet Time Guaranteed	3,044,067	01/17/2006
U.S.	Sun and Soul	2,714,013	05/06/2003
U.S.	Sun and Soul	2,741,706	07/29/2003
U.S.	Sun and Soul & Design	2,687,083	02/11/2003
U.S.	Game Zone	1,927,616	10/17/1995
U.S.	Game Zone & Design	2,922,155	02/01/2005
U.S.	Video Update & Design	1,654,006	08/13/1991
U.S.	Video Update & Design	1,663,728	11/05/1991
U.S.	Video Update & Design	1,654,603	08/20/1991
U.S.	Video Update and Design	2,383,834	9/5/2000
U.S.	Here. Now. Guaranteed.	2,230,693	03/09/1999

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Video Connection	1,665,301	11/19/1991
U.S.	Video Connection & Design	1,683,279	04/14/1992
U.S.	The Players Edge & Design	1,893,385	05/09/1995
U.S.	NC - 55 - No Children Under 55	2,555,865	04/02/2002
U.S.	Silver Screen Club	2,558,734	04/09/2002
U.S.	Play On Promise	3039640	01/10/2006
U.S.	Gameapalooza	2944625	04/26/2005
U.S.	Play.Now.Guaranteed	3081356	04/12/2006
U.S.	Play On	3064694	3/7/2006
U.S.	Video Connection & Design	1,665,300	11/19/1991

Pending U.S. Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	Guaranteed Pre-Played & Design	76/626,166	12/28/2004

Trademark Licenses

Movie Gallery US, LLC licenses limited rights to use and display its trademarks in the ordinary course of business in advertising and promotional agreements.

There may be single store license agreements with individual store owners who were not acquired in past acquisitions of Movie Gallery.