

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOVIELINK, LLC		08/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A. as Collateral Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NORTH CAROLINA		
Postal Code:	10017		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2867637	MOVIELINK	
Registration Number:	2778608	M	
Registration Number:	2877725	MOVIES IN MINUTES	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	31946		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 2867637

Signature:	/pja/
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Date:	08/30/2007
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<p>Total Attachments: 7 source=31946#page1.tif source=31946#page2.tif source=31946#page3.tif source=31946#page4.tif source=31946#page5.tif source=31946#page6.tif source=31946#page7.tif</p>
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PATENT AND TRADEMARK SECURITY
AGREEMENT dated as of August 21, 2007 (this "Agreement"),
between MOVIELINK, LLC (the "Grantor") and JPMORGAN
CHASE BANK, N.A., as Collateral Agent (the "Collateral
Agent").

Reference is made to (a) the Credit Agreement dated as of August 20, 2004, as amended and restated by the Third Amendment and Restatement dated as of November 4, 2005 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Blockbuster Inc. (the "Borrower"), the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and (b) the Security Agreement dated as of August 8, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower will derive substantial benefits from the extension of credit to it pursuant to the Credit Agreement and it is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the Patents, including the right to make, use and/or sell the inventions disclosed or claimed in the Patents;

(c) all United States trademarks, service marks, trade names, corporate names, Grantor 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, all registrations and recordings thereof, and all registration and recording applications filed in the United States in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);

(d) all goodwill associated with or symbolized by the Trademarks; and

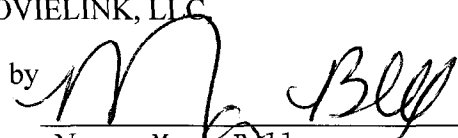
(e) all assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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

MOVIELINK, LLC

by



Name: Mary Bell

Title: SVP, Finance & Accounting,
Corp. Treasurer & Asst. Secretary

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

by

Name:

Title:

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

MOVTELINK, LLC,

by

Name:

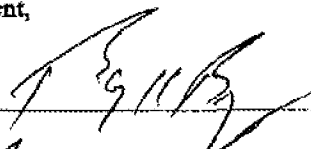
Title:

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

by

Name:

Title:


BARRY L. BERONSON
MANAGING DIRECTOR

{NYCORP:3003717}

TRADEMARK
REEL: 003612 FRAME: 0656

Patents and Patent Applications
 Movielink, LLC

A. Patents

Title	Territory	Patent Application/Serial Number	Patent Number	Status / Actions Required
Network Configured For Delivery Of Content For Download To A Recipient	U.S.	09/827,481	US Patent #7,204,466 B2	04/04/06 – Patent granted
Secure Digital Content Licensing System and Method	U.S.	09/827,469	US Patent #7,155,415 B2	12/26/06 - Patent granted
Network Geo-Location System	U.S.	10/704,519 (Claims benefit of US Provisional Application USPA 60/425,527, filed 11/12/02)	7,200,658	04/03/07 – Patent granted

B. Patent Applications

Title	Territory	Patent Application/Serial Number	Patent Number	Status / Actions Required
Online Digital Video Signal Transfer Apparatus and Method	U.S.	11/158,038 (Continuation of 09/826,323)	N/A	
		09/826,323	N/A	10/11/05 – Notice of Abandonment
Online Digital Video Signal Transfer Apparatus and Method	U.S.	09/826,374	N/A	Initial deadline to respond to Office Action – 10/25/07

TRADEMARK

Trademarks and Trademark Applications
 MovieLink, LLC

A. Registered Trademarks

Territory	Mark	Class	Status	Application Number	Filing Date	Registration Number	Registration Date
United States	MovieLink	9 & 38	Registered	76/976663	09/17/01	2867637	07/27/04
United States	M Design	9 & 38	Registered	76/975825	06/07/02	2778608	10/28/03
United States	Movies in Minutes	9 & 38	Registered	78/309121	10/03/03	2877725	08/24/04

B. Trademark Applications

None