TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Movie Gallery US, LLC		10/05/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National assocation: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77164174	TRUE CHOICE
Serial Number:	77164225	TRUECHOICE

CH $65.00 77164174

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: mmcguire@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Matthew B. Fagin, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	244130/1061
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/

Date:	10/09/2007

Total Attachments: 5
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Supplemental Trademark Security Agreement, dated as of October 5, 2007 ("Supplemental Trademark Security Agreement"), between each of **MOVIE GALLERY US, LLC** (the "Grantor") and **WACHOVIA BANK, NATIONAL ASSOCIATION**, having an address at 1133 Avenue of the Americas, New York, NY 10036 in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent"), which supplements the Trademark Security Agreement, dated as of March 8, 2007, between the Grantor and the Collateral Agent (the "Original Trademark Security Agreement").

WITNESSETH:

WHEREAS, Grantor is the registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States (the "New Trademarks");

WHEREAS, Grantor is a party to a Pledge and Security Agreement (First Lien) dated as of March 8, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, Grantor entered into the Original Trademark Security Agreement in connection with the Pledge and Security Agreement;

WHEREAS, pursuant to the Pledge and Security Agreement and the Original Trademark Security Agreement, Assignor has pledged and granted 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 all Intellectual Property, including all Trademarks and Trademark Licenses, whether now owned or existing or hereafter acquired or arising and wherever located; and

WHEREAS, the New Trademarks have been acquired by Grantor subsequent to the date of the Pledge and Security Agreement and the Original Trademark Security Agreement, and Grantor and Collateral Agent desire to document Collateral Agent's security interest therein in a form which can be recorded in the United States Patent and Trademark Office and that confirms that the New Trademarks are part of the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Pledge and Security Agreement and the Original Trademark Security 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 in the Original Trademark Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement or in the Original Trademark Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in New Trademarks. The Grantor hereby confirms its prior pledge and grant to Collateral Agent for the benefit of the Secured Parties, of a security interest in all of the Grantor's right, title and interest in, to and under: (i) the New Trademarks, (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, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit; and (vi) any and all agreements providing for the granting of any right in or to New Trademarks (whether the Grantor is licensee or licensor thereunder), and confirms that the same are part of the Trademark Collateral and agrees that the attached Schedule 1 shall constitute part of Schedule 1 to the Original Trademark Security Agreement.

SECTION 3. Pledge and Security Agreement. The security interest confirmed pursuant to this Supplemental Trademark Security Agreement confirms the grant of 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 New Trademarks 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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

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:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: DAVE LUCE
Title: DIRECTOR

TRADEMARK
REEL: 003636 FRAME: 0224

SCHEDULE 1

Pending U.S. Trademark Applications

Country	Trademark	Serial No.	Filing Date
U.S.	True Choice	77/164,174	04/24/2007
U.S.	TrueChoice	77/164,225	04/24/2007