

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
M.G. Digital, LLC		10/10/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as successor to CapitalSource Finance LLC
Street Address:	625 Marquette Avenue
Internal Address:	N9311-110
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Association:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3145810	MOVIEBEAM
Registration Number:	3145811	MOVIEBEAM
Registration Number:	3145812	MOVIEBEAM
Registration Number:	3189712	MOVIEBEAM
Registration Number:	3280282	
Registration Number:	3291278	
Registration Number:	3291279	
Registration Number:	3291280	
Registration Number:	3291281	
Serial Number:	78191612	MOVIEBEAM
Serial Number:	76368690	MOVIEBEAM
Serial Number:	76515411	
Serial Number:	76515414	

CH \$415.00 3145810

Serial Number:	76515413	
Serial Number:	76515421	
Serial Number:	76515412	

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-530-5000
Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Rm. 4640
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	39481-00000
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	10/11/2007

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 **M.G. DIGITAL, LLC** (the Grantor) and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (as successor to CAPITALSOURCE FINANCE LLC), having an address at 625 Marquette Avenue, N9311-110, Minneapolis, MN 55479 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 (Second 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.

M.G. DIGITAL, LLC

By: Movie Gallery US, LLC, its Manager and Sole Member

By: Movie Gallery, Inc., its Manager and Sole Member

By: 

Name: S. Page Todd

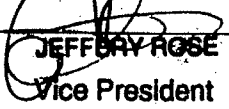
Title: Executive Vice President, Secretary, and General Counsel

Signature Page to Supplemental Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003637 FRAME: 0797

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent




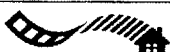
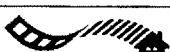
By:  _____
Name: **JEFFERY ROSE**
Title: **Vice President**

Signature Page to Supplemental Second Lien Trademark Security Agreement






TRADEMARK
REEL: 003637 FRAME: 0798

SCHEDULE 1

Registered U.S. Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	MOVIEBEAM	3145810	9/19/06
U.S.	MOVIEBEAM	3145811	9/19/06
U.S.	MOVIEBEAM	3145812	9/19/06
U.S.	MOVIEBEAM	3189712	12/26/06
U.S.		3280282	8/14/07
U.S.		3291278	9/11/07
U.S.		3291279	9/11/07
U.S.		3291280	9/11/07
U.S.		3291281	9/11/07

Pending U.S. Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	MOVIEBEAM	78191612	12/5/02
U.S.	MOVIEBEAM	76368690	2/8/02
U.S.		76515411	5/19/03
U.S.		76515414	5/19/03
U.S.		76515413	5/19/03
U.S.		76515421	5/19/03
U.S.		76515412	5/19/03