

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Genius Products, LLC		08/10/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Societe Generale, as Collateral Agent
Street Address:	1221 Avenue of the Americas
Internal Address:	Attn: Mark Vigil
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	banking corporation acting through its New York branch: FRANCE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77081228	GENIUS ENTERTAINMENT
Serial Number:	77081243	GENIUS ENTERTAINMENT
Serial Number:	77081367	GENIUS ENTERTAINMENT
Serial Number:	77081379	GENIUS ENTERTAINMENT
Serial Number:	77081143	GENIUS PRODUCTS
Serial Number:	77081179	GENIUS PRODUCTS
Registration Number:	2867323	GENIUS ENTERTAINMENT
Registration Number:	2455217	GENIUS PRODUCTS

CORRESPONDENCE DATA

Fax Number: (213)612-2499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-612-2020
 Email: lpartmann@orrick.com, bford@orrick.com

CH \$215.00 77081228

Correspondent Name: Brian R. Ford
Address Line 1: 777 South Figueroa Street, Suite 3200
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 6010.227/1640

NAME OF SUBMITTER: Brian R. Ford

Signature: /Brian R. Ford/

Date: 10/26/2007

Total Attachments: 4
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 10, 2007 is executed by GENIUS PRODUCTS, LLC, a Delaware limited liability company (the "Grantor"), in favor of SOCIÉTÉ GÉNÉRALE, as Collateral Agent (in such capacity, the "Collateral Agent").

A. Pursuant to that certain Credit Agreement, dated as of August 10, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Persons acting as lenders thereunder from time to time ("Lenders"), Société Générale, as administrative agent (in such capacity, the "Administrative Agent") and the Collateral Agent, the Lenders have agreed to extend certain credit facilities to the Borrower upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Pursuant to the Intellectual Property Security Agreement, dated as of August 10, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, other entities party thereto from time to time and the Collateral Agent, the Grantor has granted to the Collateral Agent (for the ratable benefit of the Collateral Agent, the Administrative Agent, the Lenders and Affiliates of the Lenders under Lender Rate Contracts) a security interest in all right, title and interest of the Grantor in and to the Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof for the full term of the Copyrights (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby 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.

The Collateral Agent's address is:

Société Générale
1221 Avenue of the Americas
New York, New York 10020
Attention: Mark Vigil
Tel. No. (212) 278-7350
Fax No. (212) 278-6146

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GENIUS PRODUCTS, LLC

By:



Name: Trevor Drinkwater

Title: President and Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Registration Date	Registration No.
Genius Entertainment	7/24/04	2867323
Genius Products	5/29/01	2455217

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Application Date	Application No.
Genius Entertainment (Application)	1/11/07	77/081228
Genius Entertainment (Application)	4/14/06	77/081243
Genius Entertainment Logo (Application)	1/11/07	77/081367
Genius Entertainment Logo (Application)	1/11/07	77/081379
Genius Products (Application)	1/11/07	77/081143
Genius Products (Application)	1/11/07	77/081179