

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
VISION INFORMATION LOGISTICS LLC		12/07/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. as Administrative Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2234374	VISION INFORMATION SERVICES "DIRECT TO RETAIL SPECIALISTS"	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-638-0511		
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:	6701611		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$40.00 2234374

Date:

01/08/2008

Total Attachments: 7

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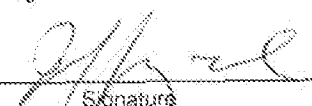
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): VISION INFORMATION LOGISTICS LLC - DE		2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank, N.A., as Administrative Agent Internal Address: _____ Street Address: 270 Park Avenue City: New York State: NY Zip: 10017	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other		<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other Bank _____	
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other : _____ Execution Date: December 7, 2007			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) PLEASE SEE ATTACHED Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		B. Trademark Registration No.(s) PLEASE SEE ATTACHED	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Penelope J.A. Agudoa Internal Address: JP Research Plus, Inc. Street Address: 21 Talcaster Circle City: Waldorf State: MD Zip: 20602		6. Total number of applications and registrations involved: <input type="text" value="1"/> 7. Total fee (37 CFR 3.41): _____ \$ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> Jeffrey Laub Name of Person Signing  Signature 1/17/08 Date <input type="text" value="7"/>			

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated December 7, 2007, is made by Vision Information Logistics LLP, a Delaware limited liability company, (the "*Securing Party*") in favor of JPMorgan Chase Bank, N.A. ("*JPMCB*"), as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cinram International ULC, a newly formed Nova Scotia unlimited liability company, Cinram International Inc., a corporation organized under the laws of Canada ("*Cinram*"), Cinram, Inc., a corporation organized under the laws of the State of Delaware ("*CIUS*"), Ivy Hill Corporation ("*Ivy Hill*"), a corporation organized under the laws of the State of Delaware, and Cinram (U.S.) Holding's Inc., a corporation organized under the laws of the State of Delaware ("*CUSH*" and, together with Cinram, CIUS and Ivy Hill, the "*Borrowers*"), the other companies named therein as Guarantors, the financial institutions named therein as Initial Lenders, Credit Suisse Securities (USA) LLC, as Syndication Agent, and JPMCB, as Administrative Agent, have entered into a Credit Agreement dated as of May 5, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and the Security Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement from time to time the Securing Party has executed and delivered a Guarantee Assumption Agreement to become a party to that certain Security Agreement dated May 5, 2006 made by the Securing Parties to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Securing Party has granted to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Securing Party, and has agreed as a condition thereof to execute this IP Security Agreement for the purposes of recording the grant of the security interest in such intellectual property with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Securing Party agrees as follows:

SECTION 1. Grant of Security. The Securing Party hereby confirms the grant to the Administrative Agent, for the ratable benefit of the Secured Parties, under the terms of the Security Agreement of a security interest in all of the Securing Party's right, title and interest in and to the United States patents, patent applications, trademark registrations and applications and copyright registrations as set forth in Schedules 1 through 3 hereto, and the right to recover for past, present and future infringements or misappropriations thereof and all other rights of any kind whatsoever accruing thereunder or pertaining thereto

(collectively, the "*Collateral*"). For the avoidance of doubt, the parties hereto agree and acknowledge that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under the applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Securing Party under the Security Agreement, as evidenced by this IP Security Agreement, secures the payment of all Secured Obligations of the Securing Party now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Securing Party authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to the terms of the Security Agreement. The Securing Party does hereby acknowledge and confirm that the grant of the security interest referenced herein to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Termination of Security Interest. Pursuant to Section 5.12 of the Security Agreement, upon the payment in full of the Secured Obligations, as more fully set forth therein, this IP Security Agreement shall terminate, and the Administrative Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the Securing Party. All rights of the Administrative Agent in the Collateral shall revert to the Securing Party without delivery of any instrument or performance of any act by any party. The Administrative Agent shall also execute and deliver to the Securing Party upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the Securing Party to effect the termination and release of the Liens on the Collateral.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Securing Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Vision Information Logistics LLC

by 
Name: David Robertson
Title: CHAIRMAN

Address for Notices:
2255 Markham Road
Scarborough, Ontario, CA
M1B 2W3, Canada

[[NYCORP:30210787:44329:12/03/07-09:31 p]]

COPYRIGHTS

1. Insight, Registration No. TXu1157190
2. Music/video plus returns system overview, Registration No. TX3551265
3. Nordic decision support system, Registration No. TX4578447
4. Nordic system, Registration No. TX4578446
5. Nordic windows utility, Registration No. TX4578448
6. The Nordic business analysis module, Registration No. TX4579588
7. The Nordic returns system, Registration No. TX4583660

LIST OF PATENTS AND PATENT APPLICATIONS

None.

[[3021078]]

SCHEDULE 3

TRADEMARKS

VISION INFORMATION SERVICES "DIRECT TO RETAIL SPECIALISTS",
Registration No. 2,234,374

{{3021078}}

RECORDED: 01/08/2008

TRADEMARK
REEL: 003691 FRAME: 0719