

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 1 to the Trademark Security Agreement Dated As Of November 9, 2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Echo Bridge Entertainment, LLC		04/28/2008	LIMITED LIABILITY COMPANY:
Platinum Disc, LLC		04/28/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank		
Street Address:	120 South Lasalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Bank Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75637174	A	
Serial Number:	75639111	A	
Serial Number:	75613676	ALLIANCE ATLANTIS	
Serial Number:	75613688	ALLIANCE ATLANTIS	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2027395723		
Email:	chimmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	1111 Morgan, Lewis & Bockius LLP		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

CH \$115.00 75637174

900106674

TRADEMARK
REEL: 003778 FRAME: 0685

ATTORNEY DOCKET NUMBER:	066397.0385
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	05/15/2008
<p>Total Attachments: 13</p> <p>source=TM Supplement#page1.tif</p> <p>source=TM Supplement#page2.tif</p> <p>source=TM Supplement#page3.tif</p> <p>source=TM Supplement#page4.tif</p> <p>source=TM Supplement#page5.tif</p> <p>source=TM Supplement#page6.tif</p> <p>source=TM Supplement#page7.tif</p> <p>source=TM Supplement#page8.tif</p> <p>source=TM Supplement#page9.tif</p> <p>source=TM Supplement#page10.tif</p> <p>source=TM Supplement#page11.tif</p> <p>source=TM Supplement#page12.tif</p> <p>source=TM Supplement#page13.tif</p>	

SUPPLEMENT NO. 1
TO THE TRADEMARK SECURITY AGREEMENT
DATED AS OF NOVEMBER 9, 2007

WHEREAS, pursuant to the terms of that certain Credit, Security, Pledge and Guaranty Agreement, dated as of November 9, 2007, as amended and restated as of April 30, 2008 (as the same may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among Echo Bridge Entertainment, LLC and Platinum Disc, LLC (together, the "Borrowers"), the Guarantors referred to therein (the Borrowers and the Guarantors being collectively referred to as the "Pledgors", and each individually as "Pledgor"), the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, National Association, as Administrative Agent (in its capacity as such, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrowers and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrowers;

WHEREAS, pursuant to an Amended and Restated Credit, Security, Pledge and Guaranty Agreement (the "Amended Credit Agreement"), dated as of April 30, 2008, Alliance Atlantis International Distribution, LLC, a Delaware limited liability company (the "New Pledgor"), has, among other things, become a Guarantor (as defined in the Credit Agreement) under the Credit Agreement and a Pledgor (as defined in the Trademark Security Agreement referred to below) under such Trademark Security Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement and the Amended Credit Agreement among the Pledgors, the Lenders and the Administrative Agent, each of the Borrowers and Guarantors (the "Existing Pledgors", and together with the New Pledgor, the "Pledgors", and each individually "Pledgor") have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in all personal property of the Pledgors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Pledgors in, to and under any Trademarks and Trademark licenses, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement);

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of November 9, 2007 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each of the Pledgors has granted to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without

limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement;

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement;

THEREFORE,

A. Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all of such Pledgor's right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement, pursuant to paragraph B below, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the schedule 1 hereto are hereby added to Schedule A to the Trademark Security Agreement:

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other

instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of April 29, 2008.

ECHO BRIDGE ENTERTAINMENT, LLC

By: 

Name: Michael Rosenblatt
Title: Managing Member

PLATINUM DISC, LLC

By: Echo Bridge Entertainment, LLC its
Managing Member

By: 

Name: Michael Rosenblatt
Title: Managing Member

**ALLIANCE ATLANTIS INTERNATIONAL
DISTRIBUTION, LLC**

By: Echo Bridge Entertainment, LLC its
Sole Managing Member

By: 

Name: Michael Rosenblatt
Title: Managing Member

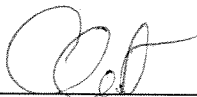
STATE OF Massachusetts
: ss.:
COUNTY OF Norfolk)

On this the 28 day of April, 2008, before me, Crystal Carter,
the undersigned Notary Public, personally appeared Michael Rosenblatt,

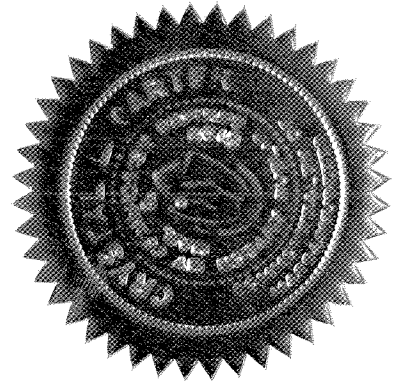
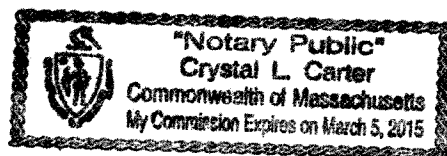
[☒ personally known to me,

[☒ proved to me on the basis of satisfactory evidence, to be the managing
member of Echo Bridge Entertainment, LLC, Platinum Disc, LLC and Alliance Atlantis
International Distribution, LLC (collectively, the "Company") who executed the foregoing
instrument on behalf of the Company and acknowledged that the Company executed it pursuant
to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public



SCHEDULE A

TRADE-MARKS

(Common-Law Trade-marks)

ALLIANCE ATLANTIS & A Design	
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(Registered or Applied For Trade-marks)

6798535 Canada Inc. (New AAPL) Trade-marks

Country	Mark	Application Number	Registration Number
Argentina	A Design	2194368	1781091
Argentina	A Design	2194367	1781090
Argentina	ALLIANCE ATLANTIS	2193130	1.842.772
Australia	A Design	781292	781292
Australia	ALLIANCE ATLANTIS	780213	780213
Austria	A Design	3271/99	184124
Austria	ALLIANCE ATLANTIS	7666/98	184129
Benelux	ALLIANCE ATLANTIS	928521	652209
Benelux	A Design	929016	652211

Country	Mark	Application Number	Registration Number
Brazil	A Design	821506307	821506307
Brazil	A Design	821506285	821506285
Brazil	ALLIANCE ATLANTIS	821506269	821506269
Brazil	ALLIANCE ATLANTIS	821506293	821506293
Chile	A Design	439498	549,951
Chile	ALLIANCE ATLANTIS (Class 38 & 41)	439497	549,950
China	A Design	9800142696	1397658
China	A Design	9800142695	1388950
China	ALLIANCE ATLANTIS	9800142694	1397657
China	ALLIANCE ATLANTIS	9800142693	1388942
CTM	ALLIANCE ATLANTIS & A Design	4424305	4424305
Denmark	A Design	va199805381	vr200000509
Denmark	ALLIANCE ATLANTIS (Class 38 & 41)	VA199805205	VR199903049
Finland	A Design	t199804185	215532
Finland	ALLIANCE ATLANTIS	T199803998	218339
France	A Design	N/A	94514641

Country	Mark	Application Number	Registration Number
France	ALLIANCE ATLANTIS	N/A	98762801
Germany	A Design	398 72 829 1	39872829
Germany	ALLIANCE ATLANTIS	398 70 176.8	39870176
Hong Kong	A Design	98 17030	199912939
Hong Kong	A Design	98 17031	199916340
Hong Kong	ALLIANCE ATLANTIS	98 16381	199912469
Hong Kong	ALLIANCE ATLANTIS	98 16383	200006886
Ireland	A Design	N/A	163650
Ireland	A Design	200335	200335
Ireland	ALLIANCE ATLANTIS	N/A	211529
Israel	A Design	124647	124647
Israel	A Design	124646	124646
Israel	ALLIANCE ATLANTIS	124427	124427
Israel	ALLIANCE ATLANTIS	124426	124426
Italy	A Design	MI98CO12630	851973

Country	Mark	Application Number	Registration Number
Italy	ALLIANCE ATLANTIS	MI98CO12232	851632
Japan	A Design	001721/99	4424629
Japan	ALLIANCE ATLANTIS	106143	4420883
Korea	A Design	N/A	56840
Korea	ALLIANCE ATLANTIS	N/A	57556
Malaysia	A Design	98/14636	98014636
Malaysia	A Design	98/14637	98/14637
Malaysia	ALLIANCE ATLANTIS	98/14177	98014177
Malaysia	ALLIANCE ATLANTIS	98/14178	98/14178
Mexico	A Design	359999	665445
Mexico	A Design	359998	654234
Mexico	ALLIANCE ATLANTIS	357699	619013
New Zealand	A Design	302976	302976
New Zealand	A Design	302975	302975
New Zealand	ALLIANCE ATLANTIS	302254	302254

Country	Mark	Application Number	Registration Number
New Zealand	ALLIANCE ATLANTIS	302255	302255
Norway	ALLIANCE ATLANTIS	N/A	197163
Norway	A Design	1998.12016	197810
Peru	A Design	76079	17193
Peru	A Design	76080	17781
Peru	ALLIANCE ATLANTIS	75404	18068
Peru	ALLIANCE ATLANTIS	75405	17511
Russia	A Design	98719730	187149
Russia	ALLIANCE ATLANTIS	98719069	206427
Singapore	A Design	12605/98	T98/12605C
Singapore	A Design	12606/98	T98/12606A
Singapore	ALLIANCE ATLANTIS	12333/98	T98/12333Z
Singapore	ALLIANCE ATLANTIS	12334/98	T98/12334H
South Africa	A Design	98/22703	98/22703
South Africa	A Design	98/22702	98/22702

Country	Mark	Application Number	Registration Number
South Africa	ALLIANCE ATLANTIS	98/21921	98/21921
South Africa	ALLIANCE ATLANTIS	98/21920	98/21920
Spain	A Design	2203732	2203732
Spain	A Design	2203731	2203731
Spain	ALLIANCE ATLANTIS	N/A	2200743
Spain	ALLIANCE ATLANTIS	N/A	2200742
Sri Lanka	A Design (Class 38)	91011	N/A
Sri Lanka	A Design (Class 41)	91012	N/A
Sri Lanka	ALLIANCE ATLANTIS	90787	90787
Sri Lanka	ALLIANCE ATLANTIS	90788	90788
Sweden	ALLIANCE ATLANTIS	98 09197	338615
Sweden	A Design	98 08506	339856
Switzerland	A Design	10472/1998	462732
Switzerland	ALLIANCE ATLANTIS	10200/1998	461767
Taiwan	ALLIANCE ATLANTIS	87058624	120956

Country	Mark	Application Number	Registration Number
Taiwan	A Design	N/A	120991
Taiwan	A Design	87060737	119718
Taiwan	ALLIANCE ATLANTIS	87058623	117266
Thailand	A Design	378500	SM10135
Thailand	A Design	378499	SM9879
Thailand	ALLIANCE ATLANTIS	378497	SM9879
Thailand	ALLIANCE ATLANTIS	378498	SM10015
UK	A Design	N/A	2128201
UK	A's Design (Series of 3 Gray Scale Marks)	N/A	2136413
UK	ALLIANCE ATLANTIS	2183808	2183808
Uruguay	A Design	N/A	309479
Uruguay	ALLIANCE ATLANTIS	309285	309285
USA	A Design	75/637,174	2324007
USA	A Design	75/639,111	2314584
USA	ALLIANCE ATLANTIS	75/613,676	N/A

Country	Mark	Application Number	Registration Number
USA	ALLIANCE ATLANTIS	75/613,688	N/A
Venezuela	ALLIANCE ATLANTIS	22697/98	13.677-S
Venezuela	A Design	23601/98	S-20159
Venezuela	A Design	23602/98	S-20160
Venezuela	ALLIANCE ATLANTIS	22698/98	13.678-S