

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Movie Gallery US, LLC		05/20/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas
<b>Street Address:</b>	60 Wall Street
<b>Internal Address:</b>	MS NYC 60-2710
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	1798262	MOVIE GALLERY
Registration Number:	2518769	MOVIE GALLERY
Registration Number:	2433463	MOVIEGALLERY.COM
Registration Number:	2929469	MOVIE GALLERY FAST FOWARD
Registration Number:	3044067	QUIET TIME GUARANTEED
Registration Number:	2714013	SUN AND SOUL
Registration Number:	2741706	SUN AND SOUL
Registration Number:	2687083	SUN AND SOUL
Registration Number:	1927616	GAME ZONE
Registration Number:	2922155	GAME ZONE
Registration Number:	1654006	VIDEO UPDATE
Registration Number:	1663728	VIDEO UPDATE
Registration Number:	1654603	VIDEO UPDATE

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Registration Number:	2230693	HERE. NOW. GUARANTEED.
Registration Number:	1665301	THE VIDEO CONNECTION
Registration Number:	1665300	VIDEO CONNECTION
Registration Number:	1683279	VIDEO CONNECTION
Registration Number:	1893385	THE PLAYERS EDGE
Registration Number:	2555865	NC-55 NO CHILDREN UNDER 55
Registration Number:	2558734	SILVER SCREEN CLUB
Registration Number:	3039640	PLAY ON PROMISE
Registration Number:	2944625	GAMEAPALOOZA
Registration Number:	3081356	PLAY.NOW.GUARANTEED.
Registration Number:	3064694	PLAY ON
Registration Number:	3296004	GUARANTEED PRE-PLAYED
Registration Number:	2849341	GAME SILO
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	
Registration Number:	3303033	MOVIEBEAM
Registration Number:	3392239	
Serial Number:	77164174	TRUE CHOICE
Serial Number:	77164225	TRUECHOICE
Serial Number:	77411066	TRUECHOICE
Serial Number:	77411043	TRUE CHOICE

**CORRESPONDENCE DATA**

Fax Number: (212)735-2000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2127353000

Email: Elisha.Sakur@Skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Attn: Matthew B. Fagin

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

244130/1061

NAME OF SUBMITTER:

Matthew B. Fagin

Signature:

/Matthew Fagin/

Date:

05/21/2008

**Total Attachments: 7**

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**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

Amended and Restated Trademark Security Agreement, dated as of May 20, 2008 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of Movie Gallery US, LLC ( the Grantor) and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, having an address at 60 Wall Street, MS NYC 60-2710, New York, NY 10005, successor-in-interest to Wachovia Bank, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

**WITNESSETH:**

WHEREAS, Grantor is a party to that certain Amended and Restated Pledge and Security Agreement (First Lien) dated as of March 8, 2007, as amended and restated as of May 20, 2008 (the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit 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 used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby (i) affirms that it has granted to the Collateral Agent for the benefit of itself and the other Secured Parties a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below) and (ii) grants to the Collateral Agent for the benefit of itself and the other Secured Parties a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located. For the avoidance of doubt, the Trademark Collateral and the security interest granted hereunder shall be subject to the exceptions and limitations set forth in Section 2.3 of the Pledge and Security Agreement.

The "Trademark Collateral" shall be defined to include:

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or

business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (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, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

Notwithstanding the foregoing, no security interest shall be deemed granted hereunder in any trademark application filed on an intent-to-use basis until such time, if any, as a statement of use is filed and accepted.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with 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 Trademark Collateral 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 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 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 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.

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**IN WITNESS WHEREOF**, each Grantor has caused this 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: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

*[Trademark Security Agreement- Movie Gallery US, LLC]*

Accepted and Agreed:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Collateral Agent





By:   
Name: RANDY KAHN  
Title: VICE PRESIDENT

By:   
Name: Janet Robinson  
Title: Vice President

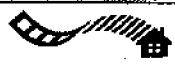

[Amended and Restated Trademark Security Agreement- Movie Gallery US, LLC]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

U.S. Trademark Registrations

Country	Trademark	Registration No.	Registration Date
U.S.	Movie Gallery	1,798,262	10/12/1993
U.S.	Movie Gallery & Design	2,518,769	12/11/2001
U.S.	MovieGallery.com	2,433,463	03/06/2001
U.S.	Movie Gallery Fast Forward & Design	2,929,469	04/01/2005
U.S.	Quiet Time Guaranteed	3,044,067	01/17/2006
U.S.	Sun and Soul	2,714,013	05/06/2003
U.S.	Sun and Soul	2,741,706	07/29/2003
U.S.	Sun and Soul & Design	2,687,083	02/11/2003
U.S.	Game Zone	1,927,616	10/17/1995
U.S.	Game Zone & Design	2,922,155	02/01/2005
U.S.	Video Update & Design	1,654,006	08/13/1991
U.S.	Video Update & Design	1,663,728	11/05/1991
U.S.	Video Update & Design	1,654,603	08/20/1991
U.S.	Here. Now. Guaranteed.	2,230,693	03/09/1999
U.S.	The Video Connection	1,665,301	11/19/1991
U.S.	Video Connection & Design	1,665,300	11/19/1991
U.S.	Video Connection & Design	1,683,279	04/14/1992
U.S.	The Players Edge & Design	1,893,385	05/09/1995
U.S.	NC - 55 - No Children Under 55	2,555,865	04/02/2002
U.S.	Silver Screen Club	2,558,734	04/09/2002
U.S.	Play On Promise	3,039,640	01/10/2006
U.S.	Gameapalooza	2,944,625	04/26/2005
U.S.	Play.Now.Guaranteed	3,081,356	04/12/2006
U.S.	Play On	3,064,694	3/7/2006
U.S.	Guaranteed Pre-Played & Design	3,296,004	12/28/2004
U.S.	GAME SILO	2,849,341	06/01/04
U.S.	MOVIEBEAM	3,145,810	09/19/06
U.S.	MOVIEBEAM	3,145,811	09/19/06
U.S.	MOVIEBEAM	3,145,812	09/19/06
U.S.	MOVIEBEAM	3,189,712	12/26/06
U.S.		3,280,282	08/14/07
U.S.		3,291,278	09/11/07
U.S.		3,291,279	09/11/07
U.S.		3,291,280	09/11/07



Country	Trademark	Registration No.	Registration Date
U.S.		3,291,281	09/11/07
U.S.	MOVIEBEAM	3,303,033	10/2/07
U.S.		3,392,239	03/4/08


Foreign Trademark Registrations

Country	Trademark	Registration No.	Registration Date
Argentina	Movie Gallery	1,927,974	05/21/2003
Canada	Movie Gallery	545,344	05/18/2001
Canada	Video Update & Design	306,309	08/30/1985
Canada	Video Update	592,381	10/16/2003
Guatemala	Movie Gallery	121,782	01/14/2003
Guatemala	Movie Gallery	123,795	05/20/2003
Japan	Movie Gallery	831249	03/02/2004
Mexico	Movie Gallery	760,023	10/15/2001
Mexico	Movie Gallery	760,024	10/15/2001
Mexico	Video Update	741,852	02/21/2002
Mexico	Video Update & Design	423,532	10/13/1992
Mexico	Video Update & Design	423,534	10/13/1992
Panama	Movie Gallery	85718	06/10/1998
Peru	Movie Gallery	000820-2005	01/21/2005
UK	Movie Gallery	831249	03/02/2004

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
U.S.	True Choice	77/411,066	03/03/2008
U.S.	TrueChoice	77/411,043	03/03/2008

**Foreign Trademark Applications**

<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
Brazil	Movie Gallery	824.714.385	07/29/2002
Brazil	Movie Gallery	824.714.377	07/29/2002
Costa Rica	Movie Gallery	N/A	02/11/2004
Czech Republic	Movie Gallery	N/A	03/02/2004
Germany	Movie Gallery	N/A	03/02/2004
Norway	Movie Gallery	N/A	03/02/2004
Poland	Movie Gallery	N/A	03/02/2004
Sweden	Movie Gallery	N/A	03/02/2004
Spain	Movie Gallery	N/A	03/02/2004
Canada	MOVIEBEAM	1178309	5/20/03
Canada	MOVIEBEAM	1148550	8/1/02
Canada		1178310	5/20/03