

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		06/23/2008	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RHI Entertainment, LLC		
<b>Street Address:</b>	21st Floor 1325 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77453139	THIS IS AN RHI MOMENT	
<b>Serial Number:</b>	77453172	THIS IS AN RHI MOMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202.739.5652		
<b>Email:</b>	chowell@morganlewis.com		
<b>Correspondent Name:</b>	Catherine R. Howell, Paralegal		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 2:</b>	ATTN: TMSU		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	066397-0331		
<b>NAME OF SUBMITTER:</b>	Catherine R. Howell, Senior Paralegal		
<b>Signature:</b>	/Catherine R. Howell/		

CH \$65.00 77453139

Date:

08/14/2008

**Total Attachments: 14**

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**EXECUTION VERSION**  
"First Lien Supplemental TSA"

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, RHI Entertainment, LLC, a Delaware limited liability company (the "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the "Pledgors", and individually as a "Pledgor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith (other than any "intent to use" trademark or service mark applications for which a statement of use has not been filed), including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed to the Initial Trademark Security Agreement (as hereinafter defined) and those listed on Schedule 1 hereto;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of January 12, 2006, as Amended and Restated as of April 13, 2007 (as the same has been or may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank") the Lenders have agreed to make loans to, and participate in letters of credit issued for the account of, the Borrower;

WHEREAS, each of the Pledgors is a party to that certain Trademark Security Agreement dated as of April 13, 2007, delivered by the Pledgors in favor of the Administrative Agent, which was filed with the USPTO on April 30, 2007 (the "Initial Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to substantially 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 (including, without limitation, those Trademark licenses listed on Schedule B to the Initial Trademark Security Agreement and those listed on Schedule 2 hereto), 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 in accordance with the terms of the Credit Agreement;

WHEREAS, pursuant to the Initial Trademark Security Agreement, the Pledgors have agreed to deliver supplemental filings or documentation with respect to Trademarks and Trademark licenses acquired after the date of the Initial Trademark Security Agreement;

WHEREAS, the Pledgors have acquired or created New Trademarks (as defined below) and/or licenses of New Trademarks since the date of execution of the Initial Trademark Security Agreement and hold certain additional trademark interests with respect to the New Trademarks;

WHEREAS, Schedule A to the Initial Trademark Security Agreement does not reflect the New Trademarks or the new information relating to the Trademarks listed in Schedule A to the Initial Trademark Security Agreement; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the New Trademarks and the goodwill associated therewith pursuant to the terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "New Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each New Trademark referred to in Schedule 1 annexed hereto (collectively, the "New Trademarks") and all of the goodwill of the business connected with the use of, and symbolized by, each New Trademark;

(ii) each license with respect to a New Trademark, to the extent the grant of a Lien in such license with respect to a New Trademark would not (subject to limitations set forth under the Credit Agreement with respect to the aggregate receivables relating thereto) constitute or result in a breach, termination or default thereunder or otherwise be prohibited under Applicable Law; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any New Trademark or any New Trademark licensed under any New Trademark license, or for injury to the goodwill associated with any New Trademark.

The Pledgors agree to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further

instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the New Trademark Collateral or any portion thereof.

If an Event of Default has occurred and is continuing, the Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any New Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to reasonably assist the Administrative Agent with any reasonable steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the New Trademark Collateral, subject to any disposition thereof which may have been properly made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents

to which it is a party, the Pledgors may use, license and exploit the New Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

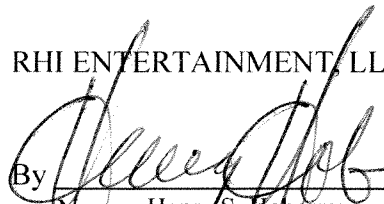
The execution and filing of this Trademark Security Agreement, including Schedule 1 hereto, shall be deemed supplemental to the Initial Trademark Security Agreement, and is not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies, or any of the Pledgors' commitments, under (i) the Initial Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by any Pledgor and heretofore recorded or submitted for recording in the USPTO 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.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

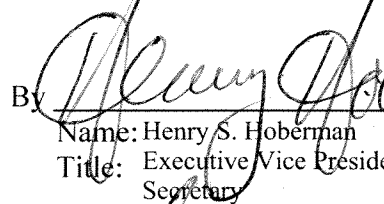
[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of June 23, 2008.

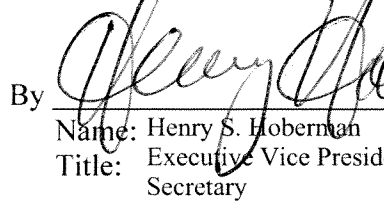
RHI ENTERTAINMENT, LLC

By   
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By   
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT PRODUCTIONS, LLC

By   
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI INTERNATIONAL DISTRIBUTION, INC.

By \_\_\_\_\_  
Name: Peter von Gal  
Title: President

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of June 23, 2008.

RHI ENTERTAINMENT, LLC

By \_\_\_\_\_  
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

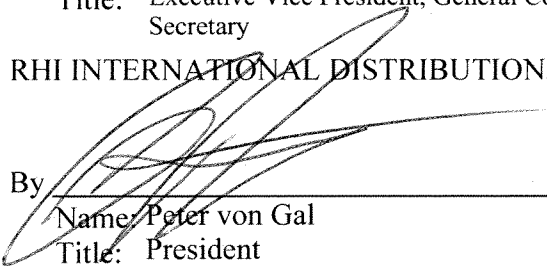
RHI ENTERTAINMENT DISTRIBUTION, LLC

By \_\_\_\_\_  
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT PRODUCTIONS, LLC

By \_\_\_\_\_  
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI INTERNATIONAL DISTRIBUTION, INC.

By  \_\_\_\_\_  
Name: Peter von Gal  
Title: President



Accepted:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By   
Name: \_\_\_\_\_  
Title: Kin W. Cheng  
Vice President

*Signature Page to Trademark Security Agreement – First Lien*

**TRADEMARK**  
**REEL: 003835 FRAME: 0551**

STATE OF New York )  
 : ss.:  
COUNTY OF Rockland )


On this the 21 day of June, 2008, before me, Jeffrey Kohn,  
the undersigned Notary Public, personally appeared Henry Hobeman,

[ ] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Authorized Officer  
of the company known as RHI ENTERTAINMENT, LLC (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.

JEFFREY KOHN  
Notary Public, State of New York  
No. 01KO6139975  
Qualified in New York County  
Commission Expires December 17, 2010

  
\_\_\_\_\_  
Notary Public

STATE OF New York )  
: ss.:  
COUNTY OF Rockland )

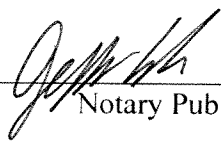
On this the 21 day of June, 2008, before me, Jeffrey Kohn,  
the undersigned Notary Public, personally appeared Henry Hoberman,

[ ] personally known to me,

[  ] proved to me on the basis of satisfactory evidence, to be the Authorized Officer  
of the company known as RHI ENTERTAINMENT DISTRIBUTION, LLC (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.

JEFFREY KOHN  
Notary Public, State of New York  
No. 01K06139975  
Qualified in New York County  
Commission Expires December 17, 20 10

  
\_\_\_\_\_  
Notary Public

STATE OF New York )  
 : ss.:  
COUNTY OF Rockland )

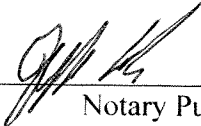
On this the 21 day of June, 2008, before me, Jeffrey Kohn,  
the undersigned Notary Public, personally appeared Henry Huberman,

[ ] personally known to me,

[  ] proved to me on the basis of satisfactory evidence, to be the Authorized Officer  
of the company known as RHI ENTERTAINMENT PRODUCTIONS, LLC (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.

JEFFREY KOHN  
Notary Public, State of New York  
No. 01KO6139975  
Qualified in New York County  
Commission Expires December 17, 20 10

  
\_\_\_\_\_  
Notary Public

STATE OF New York )  
 : ss.:  
COUNTY OF New York )


On this the 23 day of June, 2008, before me, Jeffrey Kohn,  
the undersigned Notary Public, personally appeared Peter von Lat,

[ ] personally known to me.

[] proved to me on the basis of satisfactory evidence, to be the Authorized Officer  
of the company known as RHI INTERNATIONAL DISTRIBUTION, INC. (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.

JEFFREY KOHN  
Notary Public, State of New York  
No. 01K06139975  
Qualified in New York County  
Commission Expires December 17, 20 10

  
\_\_\_\_\_  
Notary Public

TRADEMARKS

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING DATE	TRADEMARK
UNITED STATES	RHI	77/453139, 77/453172	N/A	4/21/2008	THIS IS AN RHI MOMENT
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI	A0009352, A0009353, A0009354, A0009355, A0009356, A0009357, A0009358, A0009359, A0009379, A0009380, A0009382, A0009383, A0009384, A0009385, A0009386, A0009388	N/A	8/24/2007	RHI ENTERTAINMENT
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI		N/A	8/27/2007	RHI ENTERTAINMENT & Design

MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN) MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI	A0009348	N/A	8/24/2007	FINLEY THE FIRE ENGINE
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI	A0009349	N/A	8/24/2007	FINLEY THE FIRE ENGINE & Design

TRADEMARK LICENSES

**None.**