

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
Intrepid Pictures, LLC		08/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3360752	INTREPID PICTURES	
Registration Number:	3360754	INTREPID PICTURES	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	18965-30110		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$65.00 3360752

Date:

08/28/2008

Total Attachments: 10

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THE PAYMENT OF AND SECURITY FOR THE PRINCIPAL AMOUNT OF THE INDEBTEDNESS SECURED BY THIS AGREEMENT AND THE INTEREST ACCRUING THEREON IS SUBORDINATED TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, AND IS OTHERWISE SUBJECT TO THE TERMS OF, THE SUBORDINATION AND INTERCREDITOR AGREEMENT DATED ON OR ABOUT NOVEMBER 21, 2005 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED, RENEWED OR REPLACED FROM TIME TO TIME), BY AND AMONG THE BORROWER, THE NOTEHOLDERS, CIT LENDING SERVICES CORPORATION, AS SUBORDINATED AGENT AND JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT UNDER THE \$75,000,000 CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT DATED AS OF NOVEMBER 31, 2005 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED, RENEWED OR REPLACED FROM TIME TO TIME).

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, INTREPID PICTURES, LLC (referred to herein as "Grantor"), now owns or holds 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, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office 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 hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Note Purchase, Security, Guaranty and Pledge Agreement dated as of November 21, 2005 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Note Purchase Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Note Purchase Agreement), among the Grantor, the guarantors referred to therein, the Noteholders from time to time party thereto (the "Noteholders"), and CIT Lending Services Corporation, as Collateral Agent for the Noteholders (the "Collateral Agent"), the Noteholders have agreed to purchase Notes from the Grantor;

WHEREAS, pursuant to the terms of the Note Purchase Agreement, the Grantor has granted to the Collateral Agent (for the benefit of itself and the Noteholders) a security interest in and to all personal property of the Grantor including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor's Trademarks and Trademark

licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor, 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; and

WHEREAS, the Collateral Agent and the Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Collateral Agent (for the benefit of itself and the Noteholders), as security for the Obligations, a continuing security interest in all of the Grantor's 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 "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

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

The Grantor agrees to deliver updated copies of Schedule A and Schedule B to the Collateral Agent and the Noteholders at the end of any fiscal quarter in which the Grantor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantor, such further instruments or documents (in form and substance reasonably satisfactory to the Collateral Agent and the Noteholders), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Collateral 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 Collateral Agent and the Noteholders, to carry out the provisions and purposes of the Note Purchase Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Collateral Agent (for the benefit of itself and the Noteholders) granted pursuant to the Note Purchase Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Grantor agrees that if any Person shall do or perform any act(s) which the Collateral Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Grantor, the Collateral Agent or the Noteholders or if any Person shall do or perform any act(s) which the Collateral Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantor (or if an Event of Default is at the time continuing, then without notice), the Collateral Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Collateral 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 Collateral Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Grantor or in the names of the parties jointly. The Collateral Agent hereby agrees to give the Grantor notice of any steps taken, or any suits or proceedings instituted, by the Collateral Agent pursuant to this paragraph and the Grantor agrees to assist the Collateral Agent with any steps taken, or any suits or proceedings instituted by the Collateral Agent pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent (for the benefit of itself and the Noteholders) pursuant to the Note Purchase Agreement. The Grantor and the Collateral Agent do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent (for the benefit of itself and the Noteholders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Note Purchase 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 Obligations have been paid in full and performed, the Collateral Agent (on behalf of itself and the Noteholders), shall promptly execute and deliver to the Grantor, at the Grantor's 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 Collateral Agent (for the benefit of itself and the Noteholders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to the terms hereof or of the Note Purchase Agreement.

Subject to the terms and conditions of the Note Purchase Agreement, the Collateral Agent (on behalf of itself and the Noteholders), will provide notice(s) required by Section 8.6 of the Note Purchase Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Note Purchase Agreement and the other Fundamental Documents to which it is a party, the Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Note Purchase 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 Trademark Security 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.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Note Purchase Agreement.

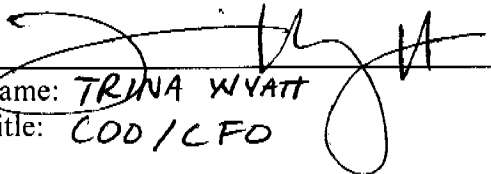
Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Collateral Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Note Purchase Agreement) and the Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Note Purchase Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Grantor (including its successors and permitted assigns) without the prior written consent of the Collateral Agent (which shall be provided only in accordance with the applicable provisions of the Note Purchase Agreement), and any attempted assignment without such consent shall be null and void.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of August 1, 2008.

INTREPID PICTURES, LLC

By: 
Name: TRINA WYATT
Title: COO / CFO

Accepted:

CIT LENDING SERVICES CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

Signature Page to
Intrepid NPA Trademark Security Agreement

TRADEMARK
REEL: 003844 FRAME: 0078

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of August 1, 2008.

INTREPID PICTURES, LLC


By: _____

Name:

Title:

Accepted:

CIT LENDING SERVICES CORPORATION,
as Collateral Agent

By:  _____
Name: Sherrese Clarke
Title: Vice President

STATE OF California
COUNTY OF Los Angeles

On August 1, 2008 before me, Carina Perry, the undersigned Notary Public, personally appeared D. Stephen Shepherd who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carina Perry (Seal)



CALIFORNIA PROOF OF EXECUTION BY SUBSCRIBING WITNESS

State of California

County of Los Angeles } ss.

On August 1, 2008, before me, the undersigned Notary Public, personally

appeared Stephen Wolf August 1, 2008 personally known to me - **OR** -

proved to me on the oath/affirmation of _____
Name of Credible Witness Who Identifies Subscribing Witness

who is personally known to me, to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said that he/she

was present and saw TRINA WYATT
Name of Absent Principal Signer

the same person described in and whose name is subscribed to the within and annexed instrument in his/her authorized capacity(ies) as a party thereto, execute the same, and that said affiant subscribed his/her name to the within instrument as a witness at the request of

TRINA WYATT
Name of Principal Signer (Again)



Place Notary Seal Above

WITNESS my hand and official seal.
Carina Perry
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

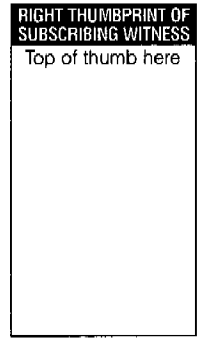
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity Claimed by Absent Principal Signer

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Absent Signer (Principal) Is Representing: _____



Schedule A
to Trademark Security Agreement

TRADEMARKS

Mark Name	Country	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
INTREPID PICTURES	Canada		1,319,731	10/11/2006	70734	2/13/2008	2/13/2023	Registered	2/13/2008
INTREPID PICTURES	Community Trademark	41	5379128	7/27/2007	5379128	7/27/2007	10/31/2016	Registered	3/19/2007
INTREPID PICTURES and Design	Community Trademark	41	5379383	10/12/2006	5379383	8/1/2007	10/31/2016	Registered	8/1/2007
INTREPID PICTURES	United States	41	78/868,073	4/24/2006	3,360,752	12/25/2007	12/25/2017	Registered	12/25/2007
INTREPID PICTURES and Design	United States	41	78/868,525	4/24/2006	3,360,754	12/25/2007	12/25/2017	Registered	12/25/2007

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES