

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
Lions Gate Entertainment, Inc,		07/25/2008	CORPORATION:
Lions Gate UK Limited		07/25/2008	LIMITED PARTNERSHIP:
Lions Gate Australia Pty. Limited		07/25/2008	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Also Known As:	AKA "Administrative Agent"
Street Address:	1999 Avenue of the Stars, Ste. 2700
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78185227	LIONS GATE SIGNATURE SERIES
Serial Number:	78185208	LIONS GATE SIGNATURE SERIES
Serial Number:	76382490	LIONS GATE RECORDS
Registration Number:	2692777	LIONS GATE HOME ENTERTAINMENT

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202.739.5339
 Email: trademarks@morganlewis.com
 Correspondent Name: Jaime A. De Los Rios
 Address Line 1: 1111 Pennsylvania Ave., N.W.
 Address Line 2: TMSU
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

CH \$115.00 78185227

ATTORNEY DOCKET NUMBER:	066397.0299
NAME OF SUBMITTER:	/Jaime A. De Los Rios/
Signature:	/Jaime A. De Los Rios/
Date:	12/04/2008

Total Attachments: 12
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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Lions Gate Entertainment Inc., a Delaware corporation, Lions Gate UK Limited, a private company limited by shares incorporated in England and Wales, and Lions Gate Australia Pty Limited, an Australian company (ACN 122 557 260) (together, the "Borrowers") and each other subsidiary of the Borrowers whose names appear at the foot hereof (each a "Subsidiary", and together with the Borrowers, the "Pledgors"), 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, 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 Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of September 25, 2000, as amended and restated as of December 15, 2003 and as further amended and restated as of July 25, 2008 (as the same may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (the "Administrative Agent") and as Issuing Bank, and Wachovia Bank, N.A., as Syndication Agent, the Lenders have agreed to make loans and extend other financial accommodations to the Borrowers;

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 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 hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the 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 that 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 (as such term is defined in the Credit 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 Trademarks and the goodwill associated therewith.

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 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 the possession of the Pledgors:

(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 Pledgors 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.

Each Pledgor agrees to deliver a fully executed Trademark Security Agreement Supplement to the Administrative Agent at the end of any quarter in which such Pledgor 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 such Pledgor, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the 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 the Credit Agreement and this Second Amended and Restated 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 Second Amended and Restated Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act(s) that the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right of a Pledgor, the Administrative Agent, the Issuing Bank or the Lenders, or if any person, firm, corporation or other entity shall do or perform any act(s) that the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to such

Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), 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, 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 applicable Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the applicable Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by, the Administrative Agent pursuant to this paragraph at Pledgor's 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 Second Amended and Restated Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments (as defined in the Credit Agreement) under the Credit Agreement have terminated, all Obligations have been indefeasibly fully paid and performed and all Letters of Credit (as defined in the Credit Agreement) have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) shall 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 Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Administrative Agent gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

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, each of the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS SECOND AMENDED AND RESTATED 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.


Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. In the event of a conflict between this Second Amended and Restated Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

[Signature pages follow.]

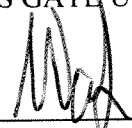
IN WITNESS WHEREOF, the Pledgors have caused this Second Amended and Restated Trademark Security Agreement to be duly executed as of July 25, 2008.

BORROWERS:

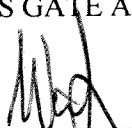
LIONS GATE ENTERTAINMENT INC.

By  _____
Name: *Wayne Levin*
Title: *G. C.*

LIONS GATE UK LIMITED

By  _____
Name: *Wayne Levin*
Title: *G. C.*

LIONS GATE AUSTRALIA PTY LIMITED

By  _____
Name: *Wayne Levin*
Title: *G. C.*

[SIGNATURE PAGES TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

GUARANTORS:

3 WISE GUYS PRODUCTIONS INC.
3F SERVICES, INC.
ALL ABOUT US PRODUCTIONS INC.
AM PSYCHO PRODUCTIONS, INC.
ARIMA INC.
ARTISAN ENTERTAINMENT INC.
ARTISAN FILMED PRODUCTIONS, INC.
ARTISAN HOME ENTERTAINMENT INC.
ARTISAN MUSIC INC.
ARTISAN PICTURES INC.
ARTISAN RELEASING INC.
ARTISAN TELEVISION INC.
BD OPTICAL MEDIA, INC.
BL DISTRIBUTION CORP.
BLUE PRODUCTIONS INC.
BURROWERS PRODUCTIONS INC.
CAVE PRODUCTIONS INC.
CRASH TELEVISION PRODUCTIONS INC.
CUPID PRODUCTIONS INC.
CUT PRODUCTIONS INC.
DANCING ELK PRODUCTIONS INC.
DEAD ZONE PRODUCTION CORP.
DEBMAR/MERCURY LLC
DEBMAR/MERCURY INTERNATIONAL
LIMITED (UK)
DEBMAR/MERCURY (WW) PRODUCTIONS,
LLC
DEBMAR STUDIOS INC.
DJM SERVICES INC.
DRESDEN FILES PRODUCTIONS CORP.
DRESDEN FILES PRODUCTIONS I CORP.
EMPLOYEE PRODUCTIONS INC.
FEAR ITSELF PRODUCTIONS CORP.
FHCL, LLC
FILM HOLDINGS CO.
FIVE DAYS PRODUCTIONS CORP.
GC FILMS, INC.
GRINDSTONE ENTERTAINMENT GROUP,
LLC
HIGHER POST, LLC
HORSEMEN PRODUCTIONS, LLC
HYPERCUBE PRODUCTIONS CORP.
INVISIBLE CASTING INC.
JV1 ISH, LLC
ISH TELEVISION DEVELOPMENT, LLC


[SIGNATURE PAGES TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

ISH PROJECTS, LLC
KILL PIT PRODUCTIONS INC.
KING OF THE WORLD PRODUCTIONS LLC
LANDSCAPE ENTERTAINMENT CORP.
LC PRODUCTIONS CORP.
LG HORROR CHANNEL HOLDINGS LLC
LG PICTURES INC.
LIONS GATE ENTERTAINMENT CORP.
LIONS GATE FILMS INC.
LIONS GATE FILMS OF PUERTO RICO, INC.
LIONS GATE FILMS PRODUCTIONS
CORP./PRODUCTIONS FILMS LIONS GATE
S.A.R.F.
LIONS GATE HOME ENTERTAINMENT UK
LIMITED (formerly Redbus Home
Entertainment Limited)
LIONS GATE INDIA, INC.
LIONS GATE MUSIC CORP.
LIONS GATE MUSIC PUBLISHING LLC
LIONS GATE ONLINE SHOP, INC.
LIONS GATE PENNSYLVANIA, INC.
LIONS GATE PICTURES UK LIMITED (formerly
Redbus Pictures Limited)
LIONS GATE RECORDS, INC.
LIONS GATE SPIRIT HOLDINGS, LLC
LIONS GATE TELEVISION DEVELOPMENT
LLC
LIONS GATE TELEVISION INC.
LIONS GATE X PRODUCTIONS LLC
LOVESPRING PRODUCTIONS, INC.
LUCKY 7 PRODUCTIONS CORP.
MANDATE PICTURES LLC
MANDATE INTERNATIONAL, LLC
MANDATE FILMS, LLC
MOTEL MAN PRODUCTIONS INC.
MOTHER PRODUCTIONS CORP.
MQP, LLC
NGC FILMS, INC.
NURSE PRODUCTIONS, INC.
PALM SPRINGS PRODUCTIONS INC.
PEARL RIVER HOLDINGS CORP.
PLANETARY PRODUCTIONS, LLC
PLAYLIST, LLC
POST PRODUCTION, INC.
POWER MONGERING DESPOT, INC.
PRODUCTION MANAGEMENT INC.


[SIGNATURE PAGES TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003899 FRAME: 0697

PROFILER PRODUCTIONS CORP.
PSYCHO PRODUCTIONS SERVICES CORP.
SCREENING ROOM, INC.
SILENT DEVELOPMENT CORP.
TALK PRODUCTIONS CORP.
TERRESTRIAL PRODUCTIONS CORP.
TOUCH PRODUCTIONS CORP.
U.R.O.K. PRODUCTIONS INC.
VERDICT PRODUCTIONS, INC.
VESTRON INC.
WEEDS PRODUCTIONS INC.
WILDFIRE PRODUCTIONS INC.
WILDFIRE 2 PRODUCTIONS INC.
WILDFIRE 3 PRODUCTIONS INC.
WILDFIRE 4 PRODUCTIONS INC.
WRITERS ON THE WAVE

By: 
Name: *Wayne Levin*
Title: *G.C.*

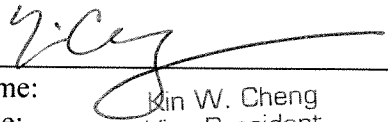
BLAIR WITCH FILM PARTNERS LTD.
By: Artisan Filmed Productions Inc.
Its: General Partner

By: 
Name: *Wayne Levin*
Title: *G.C.*

[SIGNATURE PAGES TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

LENDERS:

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

By 
Name: Kin W. Cheng
Title: Vice President
Address: **JPMorgan**
1999 Avenue of the Stars, Ste 2700
Los Angeles, CA 90067
Attention:
Facsimile:

[SIGNATURE PAGES TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003899 FRAME: 0699

Schedule A to Trademark
Security Agreement

TRADEMARKS

Description of Trademark	Owner/ Registrant	Registration or Application Number	Registration or Application Date	Jurisdiction of Registration or Application	Third Party Licenses, Sublicenses or Material Agreements affecting the Trademark
LIONS GATE ENTERTAINMENT	Lions Gate Entertainment Corp.	TMA587681	August 21, 2003; Renewal date: August 21, 2018	Canada	NIL
LIONS GATE TELEVISION	Lions Gate Entertainment Corp.	TMA587680	August 21, 2003; Renewal date: August 21, 2018	Canada	NIL
LIONS GATE PICTURES	Lions Gate Entertainment Corp.	TMA566326	August 23, 2002; Renewal date: August 23, 2017	Canada	NIL
LIONS GATE FILMS	Lions Gate Entertainment Corp.	TMA587969	August 22, 2003; Renewal date: August 22, 2018	Canada	NIL
LIONS GATE FILMS (LOGO)	Lions Gate Entertainment Corp.	1065352- Allowed, not yet registered	Advertised August 20, 2003	Canada	NIL
LIONS GATE SIGNATURE SERIES	Lions Gate Entertainment Corp.	78185227- Filed, not yet registered	November 14, 2002	United States	NIL
LIONS GATE SIGNATURE SERIES	Lions Gate Entertainment Corp.	78185208- Filed, not yet registered	November 14, 2002	United States	NIL
LIONS GATE RECORDS	Lions Gate Entertainment Corp.	76382490- Filed, not yet registered	March 14, 2002	United States	NIL
LIONS GATE HOME ENTERTAINMENT	Lions Gate Entertainment Corp.	2692777	March 4, 2003; Renewal date: March 4, 2013	United States	NIL

Artisan trademarks -- see attached lists.

DB1/62007462.2

TRADEMARK
REEL: 003899 FRAME: 0701

STATE OF California
: ss.:
COUNTY OF Los Angeles

On this the 24 day of July, 2008, before me,
Maggie Duarte, the undersigned Notary Public, personally appeared
Wayne Levin,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the
_____ of the corporation known as Lions Gate Entertainment Inc. who
executed the foregoing instrument on behalf of the corporation and acknowledged that such
corporation executed it pursuant to a resolution of its Board of Directors/Members.

WITNESS my hand and official seal.

Maggie Duarte
Notary Public

