

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
Platinum Studios, Inc.		05/06/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Scott Mitchell Rosenberg
Street Address:	11400 West Olympic Boulevard, 14th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2139278	COWBOYS & ALIENS
Registration Number:	2190621	COWBOYS & ALIENS
Registration Number:	2365562	ATLANTIS RISING
Registration Number:	2205435	ATLANTIS RISING
Registration Number:	2444060	PLATINUM COMICS
Registration Number:	2747634	PLATINUM STUDIOS
Registration Number:	2385626	P
Registration Number:	2747633	P
Registration Number:	2840611	STORM & EMBER
Registration Number:	2714068	SIDEKICKS
Registration Number:	2721947	SIDEKICKS
Serial Number:	78279255	BARRY WEEN
Serial Number:	78368059	MACROVERSE
Registration Number:	3548351	GHOSTING

CH \$665.00 2139278

Serial Number:	78890420	GHOSTING
Registration Number:	3255852	THE COMIC BOOK CHALLENGE
Registration Number:	3317539	ELECTRONIC COMICS
Registration Number:	3304094	PLATINUM STUDIOS COMICS
Serial Number:	77386800	GHOST WARS
Serial Number:	77386758	GHOST WARS
Serial Number:	77495779	MACROVERSE
Serial Number:	77495771	MACROVERSE
Registration Number:	3368527	BLOOD NATION
Registration Number:	3368525	HERO BY NIGHT
Registration Number:	3368524	UNIQUE
Registration Number:	3243423	P PLATINUM COMICS

CORRESPONDENCE DATA

Fax Number: (949)720-0182
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-224-6282
Email: trademark@buchalter.com
Correspondent Name: Sandra P. Thompson
Address Line 1: 18400 Von Karman Ave., Ste. 800
Address Line 4: Irvine, CALIFORNIA 92612-0514

ATTORNEY DOCKET NUMBER:	R5862-0002
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson/
Date:	05/19/2009

Total Attachments: 8
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SCHEDULE I

Debtor	Country	Mark	Application/ Registration No.	App/Reg Date
Platinum Studios, Inc.	USA	Cowboys & Aliens	2,139,278	02/24/1998
Platinum Studios, Inc.	USA	Cowboys & Aliens	2,190,621	09/22/1998
Platinum Studios, Inc.	USA	Atlantis Rising	2,365,562	07/11/2000
Platinum Studios, Inc.	USA	Atlantis Rising	2,205,435	11/24/1998
Platinum Studios, Inc.	USA	Platinum Comics	2,444,060	04/17/2001
Platinum Studios, Inc.	USA	Platinum Studios	2,747,634	08/05/2003
Platinum Studios, Inc.	USA	"P (and design)"	2,385,626	09/12/2000
Platinum Studios, Inc.	USA	"P (and design)"	2,747,633	08/05/2003
Platinum Studios, Inc.	USA	Storm & Ember	2,840,611	05/11/2004
Platinum Studios, Inc.	USA	Sidekicks	2,714,068	05/06/2003
Platinum Studios, Inc.	USA	Sidekicks	2,721,947	06/03/2003
Platinum Studios, Inc.	USA	Barry Ween	78/279255	07/25/2003
Platinum Studios, Inc.	USA	Macroverse	78/368059	02/13/2004
Platinum Studios, Inc.	USA	Ghosting	3,548,351	12/16/2008
Platinum Studios, Inc.	USA	Ghosting	78/890420	05/23/2006
Platinum Studios, Inc.	USA	The Comic Book Challenge	3,255,852	06/26/2007
Platinum Studios, Inc.	USA	Electronic Comics	3,317,539	10/23/2007
Platinum Studios, Inc.	USA	Platinum Studio Comics	3,304,094	10/02/2007
Platinum Studios, Inc.	USA	Ghost Wars	77/386800	02/01/2008
Platinum Studios, Inc.	USA	Ghost Wars	77/386758	02/01/2008
Platinum Studios, Inc.	USA	Macroverse	77/495779	06/10/2008
Platinum Studios, Inc.	USA	Macroverse	77/495771	06/10/2008
Platinum Studios, Inc.	USA	Blood Nation	3,368,527	01/15/2008
Platinum Studios, Inc.	USA	Hero By Night	3,368,525	01/15/2008
Platinum Studios, Inc.	USA	Unique	3,368,524	01/15/2008
Platinum Studios, Inc.	USA	P Platinum Comics	3,243,423	05/22/2007

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of May, 2009, by PLATINUM STUDIOS, INC., a California corporation ("Debtor"), and SCOTT ROSENBERG, an individual ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party has made financial accommodations available to Debtor and may in the future make additional financial accommodations to Debtor; and

WHEREAS, in order to secure the financial accommodations described above, Debtor has executed and delivered to Secured Party that certain Security Agreement dated as of May 6, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Secured Party a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill

associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Debtor to Secured Party whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Debtor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section, Debtor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLATINUM STUDIOS, INC.,
a California corporation

By: 
Name: BRIAN AULDUNIAN
Title: PRESIDENT & COO

**ACCEPTED AND ACKNOWLEDGED
BY:**

SCOTT ROSENBERG

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLATINUM STUDIOS, INC.,
a California corporation

By: _____

Name: _____

Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**



SCOTT ROSENBERG

5-6-09

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

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Platinum Studios, Inc.	USA	Unique	3,368,524	01/15/2008
Platinum Studios, Inc.	USA	P Platinum Comics	3,243,423	05/22/2007

Trade Names

None

Common Law Trademarks

Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 003990 FRAME: 0008

None

Trademarks Not Currently In Use

None

Trademark Licenses

None

Schedule I to Trademark Security Agreement

RECORDED: 05/19/2009

**TRADEMARK
REEL: 003990 FRAME: 0009**