

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
Access Integrated Technologies, Inc. d/b/a Cinedigm Digital Cinema Corp.		08/11/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sageview Capital Master, L.P., as Collateral Agent
Street Address:	245 Lytton Avenue
Internal Address:	Suite 250
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3023074	DIGI-CENTRAL
Serial Number:	77619979	CINEDIGM DIGITAL CINEMA CORP.
Serial Number:	77618952	CINEDIGM
Serial Number:	77626690	CINEDIGM
Serial Number:	77611951	ACCESS DIGITAL CINEMA
Serial Number:	77617358	CINELIVE
Registration Number:	2985860	ACCESS DIGITAL MEDIA
Registration Number:	2808284	ACCESSDATAVAULT
Registration Number:	2889633	ACCESS IT INTEGRATED TECHNOLOGIES
Registration Number:	2882272	ACCESS INTEGRATED TECHNOLOGIES
Registration Number:	2832493	ACCESSVAULT
Registration Number:	2845462	ACCESSBACKUP

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Registration Number:	2840792	ACCESSBUSINESSCONTINUANCE
Registration Number:	2832492	ACCESSCONTENT
Registration Number:	2848064	ACCESSSAFE
Registration Number:	2848063	ACCESSSECURE
Registration Number:	2802968	ACCESSSTORE
Registration Number:	2830344	ACCESS COLOCENTER
Registration Number:	2786898	ACCESSCOLO
Registration Number:	2800730	ACCESSCOLO, INC.

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	081798/0008
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	08/24/2009

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 11, 2009 is made by Access Integrated Technologies, Inc. d/b/a Cinedigm Digital Cinema Corp., a Delaware corporation, located at 55 Madison Ave, Suite 300, Morristown, NJ 07960 (the "Company" and, for the purpose of this agreement, the "Grantor"), in favor of Sageview Capital Master, L.P., a Delaware limited partnership, located at 245 Lytton Avenue, Suite 250, Palo Alto, CA 94301, as Collateral Agent (the "Agent") for the holders (the "Holders") from time to time of the Company's Senior Secured Notes issued on the date hereof pursuant to the Securities Purchase Agreement (as defined herein) (the "Notes").

W I T N E S S E T H:

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of August 11, 2009 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Securities Purchase Agreement"), between the Company and the purchasers identified therein (the "Purchasers"), the Purchasers have agreed to purchase \$75 million in aggregate principal amount of the Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Securities Purchase Agreement, the Company and certain other subsidiaries of the Company have executed and delivered a Guarantee and Collateral Agreement, dated as of August 11, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Purchasers to purchase the Notes pursuant to the Securities Purchase Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Securities Purchase Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of this 11th day of August, 2009.

ACCESS INTEGRATED TECHNOLOGIES, INC.
as Grantor

By: 
Name: GARY J. VACCARO
Title: SUP

ACKNOWLEDGMENT OF GRANTOR

STATE OF *New Jersey*)
) ss
COUNTY OF *Morris*)

On the 11th day of August, 2009, before me personally came Gary S. Loffredo, who is personally known to me to be the Sr. Vice President of Access Integrated Technologies, Inc. d/b/a Cinedigm Digital Cinema Corp., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Sr. Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

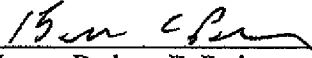


Notary Public

DALE Y. MORRIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 9, 2011
(PLACE STAMP AND SEAL ABOVE)

SAGEVIEW CAPITAL MASTER, L.P., as
Collateral Agent

By: Sageview Capital GenPar, Ltd., its
general partner

By: 
Name: Barbara E. Parker
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004051 FRAME: 0685

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF CT)
COUNTY OF FAIRFIELD) ss

On the 10th day of August, 2009, before me personally came Barbara E. Parker, who is personally known to me to be a Vice President of Sageview Capital GenPar, Ltd., the general partner of Sageview Capital Master, L.P., a Delaware limited partnership; who, being duly sworn, did depose and say that she is a Vice President in such company, the company described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she acknowledged said instrument to be the free act and deed of said company.

Kathleen Davis
Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
DIGI-CENTRAL	3,023,074
CINEDIGM DIGITAL CINEMA CORP	77/619,979
CINEDIGM	77/618,952
CINEDIGM AND DESIGN	77/626,690
ACCESS DIGITAL CINEMA	77/611,951
CINELIVE	77/617,358
ACCESS DIGITAL MEDIA	2,985,860
ACCESSDATAVAULT	2,808,284
ACCESS IT INTEGRATED TECHNOLOGIES AND DESIGN	2,889,633
ACCESS INTEGRATED TECHNOLOGIES	2,882,272
ACCESSVAULT	2,832,493
ACCESSBACKUP	2,845,462
ACCESSBUSINESSCONTINUANCE	2,840,792
ACCESSCONTENT	2,832,492
ACCESSSAFE	2,848,064
ACCESSSECURE	2,848,063
ACCESSSTORE	2,802,968
ACCESS COLOCENTER	2,830,344
ACCESSCOLO	2,786,898
ACCESSCOLO, INC. AND DESIGN	2,800,730