

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
FiberSat Global Services, Inc.		08/11/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sageview Capital Master, L.P., as Collateral Agent		
<b>Street Address:</b>	245 Lytton Avenue		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3195709	VORTEX SOLUTIONS ENGINE	
Registration Number:	3128828	THEATER COMMAND CENTER	
Registration Number:	3195708	VORTEX SOLUTIONS ENGINE	
Registration Number:	2791499	S FIBERSAT GLOBAL SERVICES	
Registration Number:	2804924	SOLUTIONS BEYOND SATELLITE ...	
Registration Number:	2819822	FIBERSAT GLOBAL SERVICES	
Registration Number:	3338685	THEATRE COMMAND CENTER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		

OP \$190.00 3195709

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 FiberSat Global Services, Inc., a Delaware corporation, located at c/o Access Integrated Technologies, Inc. d/b/a Cinedigm Digital Cinema Corp., 55 Madison Ave, Suite 300, Morristown, NJ 07960 (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 Senior Secured Notes issued on the date hereof pursuant to the Securities Purchase Agreement (as defined herein) (the "Notes") of Access Integrated Technologies, Inc. (the "Company").

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, the Grantor 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.


FIBERSAT GLOBAL SERVICES, INC.  
as Grantor

By:   
Name: GARY S. COFFREDO  
Title: SUP



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: 0694

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF CT )  
COUNTY OF FAIRFIELD )<sup>ss</sup>

On the 10<sup>th</sup> 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>
VORTEX SOLUTIONS ENGINE	3,195,709
THEATER COMMAND CENTER	3,128,828
VORTEX SOLUTIONS ENGINE	3,195,708
S FIBERSAT GLOBAL SERVICES AND DESIGN	2,791,499
SOLUTIONS BEYOND SATELLITE...	2,804,924
FIBERSAT GLOBAL SERVICES	2,819,822
THEATRE COMMAND CENTER	3,338,685