

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
Genius Products, Inc.		08/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Societe Generale, as Collateral Agent		
Street Address:	1221 Avenue of the Americas		
Internal Address:	Attn: Richard Knowlton		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	French credit institution (bank): FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78253818	ZOO BABIES	
Serial Number:	76616628	PAMPERED PETS	
Serial Number:	76616385	PET TUNES	
Serial Number:	78597040	GENIUS GEAR	
CORRESPONDENCE DATA			
Fax Number:	(213)612-2499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-629-2020		
Email:	lpartmann@orrick.com		
Correspondent Name:	Ramon Galvan		
Address Line 1:	777 South Figueroa Street, Suite 3200		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5855		
ATTORNEY DOCKET NUMBER:	6010-227/1640		

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**TRADEMARK
 REEL: 004055 FRAME: 0723**

NAME OF SUBMITTER:	Ramon Galvan
Signature:	/Ramon Galvan/
Date:	09/01/2009
Total Attachments: 3 source=Grant_Inc#page1.tif source=Grant_Inc#page2.tif source=Grant_Inc#page3.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 31, 2009, is executed by GENIUS PRODUCTS, INC., a Delaware corporation (the "Grantor"), in favor of SOCIÉTÉ GÉNÉRALE, as Collateral Agent (in such capacity, the "Collateral Agent").

A. Pursuant to that certain Credit Agreement, dated as of August 10, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Persons acting as lenders thereunder from time to time ("Lenders"), Société Générale, as administrative agent (in such capacity, the "Administrative Agent") and the Collateral Agent, the Lenders have agreed to extend certain credit facilities to the Borrower upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office and certain foreign countries (collectively, the "Trademarks").

C. Pursuant to the Intellectual Property Security Agreement, dated as of August 10, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, other entities party thereto from time to time and the Collateral Agent, the Grantor has granted to the Collateral Agent (for the ratable benefit of the Collateral Agent, the Administrative Agent and the Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

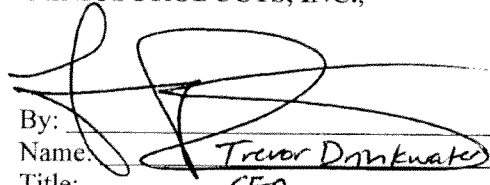
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is:

Société Générale,
as Administrative Agent
1221 Avenue of the Americas
New York, New York 10020
Attention: Richard Knowlton
Tel. No. (212)278-6163
Fax No. (212) 278-6146

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GENIUS PRODUCTS, INC.,


By: _____
Name: Trevor Drinkwater
Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
ZOO BABIES	05-23-03	78253818
PAMPERED PETS	10-18-04	76616628
PET TUNES	10-18-04	76616385
GENIUS GEAR	3-29-05	78597040

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None