

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Genius Products, LLC		08/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Societe Generale, as Collateral Agent		
<b>Street Address:</b>	1221 Avenue of the Americas		
<b>Internal Address:</b>	Attn: Richard Knowlton		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	French credit institution (bank): FRANCE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77290475	MANEATER SERIES	
<b>Serial Number:</b>	77438495	GENIUS GAMES	
<b>Serial Number:</b>	76511026	SCRATCH	
<b>Serial Number:</b>	77534074	SCRATCH: THE ULTIMATE DJ	
<b>Serial Number:</b>	77615169	SCRATCH THE ULTIMATE DJ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)612-2499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-629-2020		
<b>Email:</b>	lpartmann@orrick.com		
<b>Correspondent Name:</b>	Ramon Galvan		
<b>Address Line 1:</b>	777 South Figueroa Street, Suite 3200		
<b>Address Line 2:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		

**CH \$140.00 77290475**

ATTORNEY DOCKET NUMBER:	6010-227/1640
NAME OF SUBMITTER:	Ramon Galvan
Signature:	/Ramon Galvan/
Date:	09/01/2009
Total Attachments: 3 source=Grant_LLC#page1.tif source=Grant_LLC#page2.tif source=Grant_LLC#page3.tif	

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 31, 2009, is executed by GENIUS PRODUCTS, LLC, a Delaware limited liability company (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 I-A and I-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.

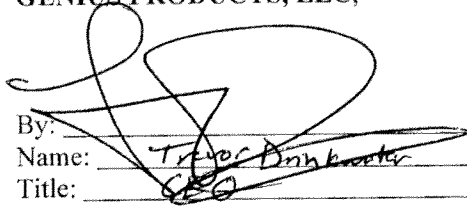
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference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

By:   
Name: Troy Donahoe  
Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
MANEATER SERIES and Design	09-27-07	77290475
GENIUS GAMES	04-02-08	77438495
SCRATCH	04-15-03	76511026
SCRATCH: THE ULTIMATE DJ	07-29-08	77534074
SCRATCH THE ULTIMATE DJ Logo	11-14-08	77615169

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None