

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Participant Media, LLC		12/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PM/IN Finance, LLC		
Street Address:	335 N. Maple Drive		
Internal Address:	Suite 245		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3576763	PARTICIPANT MEDIA	
Registration Number:	3729233	PARTICIPANT MEDIA	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	653,125-97		
NAME OF SUBMITTER:	Shari L. Gordon		

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**TRADEMARK
 REEL: 004142 FRAME: 0305**

Signature:	/Shari L. Gordon/
Date:	02/02/2010
Total Attachments: 7 source=Participant Media - License Agreement#page1.tif source=Participant Media - License Agreement#page2.tif source=Participant Media - License Agreement#page3.tif source=Participant Media - License Agreement#page4.tif source=Participant Media - License Agreement#page5.tif source=Participant Media - License Agreement#page6.tif source=Participant Media - License Agreement#page7.tif	

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("**Trademark License Agreement**") is made as of December 16, 2009 ("**Effective Date**") between Participant Media, LLC ("**Licensor**"), and PM/IN Finance, LLC ("**Licensee**").

RECITALS

WHEREAS, Licensor is the owner of certain trademarks and service marks used in connection with the production and distribution of motion pictures;

WHEREAS, Licensee is a wholly-owned subsidiary of PM/IN Fund, LLC formed for the express purpose of financing the production and distribution of certain motion pictures;

WHEREAS, Licensee is entering into that certain Credit, Security, Guaranty and Pledge Agreement with JPMorgan Chase Bank, N.A., as Administrative Agent and Issuing Bank, J.P. Morgan Securities Inc., as Sole Lead Arranger and Sole Bookrunner, the Guarantors referred to therein and the Lenders referred to therein, dated as of the Effective Date (the "**Credit Agreement**") in connection with the financing of certain motion pictures; and

WHEREAS, further to the requirements set forth under the Credit Agreement, it is the intent of Licensor to license to Licensee certain non-exclusive rights to use the trademarks and service marks set forth on Schedule 1 hereto (the "**Trademarks**") solely in connection with each Borrower Picture and the advertising and marketing thereof, as more fully described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All capitalized terms used but not defined in this Trademark License Agreement shall have the meanings given to such terms in the Credit Agreement.

2. Grant of Rights/Limitations.

A. Non-Exclusive License. Subject to the terms and conditions of this Trademark License Agreement, including without limitation, Section 2.B. below, from and after the Effective Date, Licensor hereby grants to Licensee a non-exclusive, royalty-free, limited license to use the Trademarks throughout the universe in perpetuity solely in connection with, and only as embodied in, the Borrower Pictures and related packaging and promotional materials, in each case, as delivered to Licensee, as permitted by the Fundamental Documents.

B. Limitations. Notwithstanding the foregoing license, Licensee acknowledges and agrees that it shall not have the right to use the Trademarks in any manner other than as set forth in Section 2.A. above, and in no event shall Licensee use the Trademarks or take any action or refrain from taking any action in connection with the Trademarks or any goods or services associated with the Trademarks that: (i) contravenes any statute or regulation; (ii) impairs the validity or enforceability of the Trademarks; (iii) impairs the quality of the goods and services with which the Trademarks are used by Licensor; or (iv) disparages the Trademarks or Licensor.

3. Quality Standards/Cooperation/Recall.

A. Quality Standards. In the course of Licensee's use of the Trademarks pursuant to the terms and conditions of this Trademark License Agreement, Licensee shall at all times maintain and adhere

to a standard of quality in the use of the Trademarks that meets or exceeds the standards set by Licensor in connection with its existing uses of the Trademarks (the "**Quality Standards**"). Licensee shall faithfully and accurately reproduce the Trademarks. No partial version of the Trademarks, or any fragments thereof, nor any modified or derivative versions of the Trademarks (including, without limitation, any representation of the Trademarks in combination with other marks), may be used at any time for any purpose without the express written consent of Licensor in each instance.

B. Cooperation/Access. Licensee shall reasonably cooperate with Licensor to enable Licensor to ascertain that all uses of the Trademarks, as permitted hereunder, meet the Quality Standards; including, without limitation, allowing for periodic inspection of Licensee's operations, at reasonable times and with reasonable notice, and supplying Licensor with specimens of all uses of the Trademarks upon request. All physical items containing a Trademark that are offered for sale to the general public shall be labeled, packaged and distributed, and advertised, marketed, promoted, publicized and otherwise exploited in accordance with all applicable laws and regulations.

4. Marking Compliance with Trademark Laws. At Licensor's request, Licensee shall cause the appropriate designation "(TM)" or "(SM)" or the registration symbol "(R)" to be placed adjacent to the Trademarks in connection with the use thereof and to indicate such additional information as Licensor shall reasonably specify from time to time concerning the license under which Licensee uses the Trademarks. At Licensor's request, Licensee shall place the following form of notice on all printed or electronic materials on which the Trademarks appear: " _____ ", is the registered trademark of _____ "used under license" or such other notice as Licensor may specify from time to time.

5. Reservation of Rights. All rights in and to the Trademarks other than those specifically granted herein are reserved to Licensor for its own use and benefit. Licensee acknowledges that it shall not acquire any ownership rights in the Trademarks as a result of Licensee's use thereof, and that all use of the Trademarks by Licensee and goodwill associated therewith shall inure to the benefit of Licensor throughout the universe. Licensee agrees that it shall not, directly or indirectly, during the term of this Trademark License Agreement or thereafter, attack the ownership by Licensor of the Trademarks or the validity thereof. Licensee shall at no time adopt, use or seek to register, any variation of any of the Trademarks, including translations, or any trademark likely to be similar to or confusing with any of the Trademarks. If, by operation of law, or otherwise, Licensee is deemed to or appears to own any property rights in and to any of the Trademarks, Licensee shall, at Licensor's request, execute any and all documents necessary to confirm or otherwise establish Licensor's rights therein. Licensee acknowledges that this license is non-exclusive and, as such, Licensor is free to use, or license others to use, the Trademarks in any manner whatsoever.

6. Prosecution of Trademarks. Licensee agrees to cooperate with Licensor, at Licensor's expense, in the prosecution and defense of the Trademarks, the filing and prosecution of any trademark application or other applications, the recording of this Trademark License Agreement or any other agreements, and the publication of any notices or the doing of any other act or acts with respect to the Trademarks, including the prevention of the use thereof by any unauthorized person, firm or corporation, that in the judgment of Licensor may be necessary or desirable under any law, regulation or decree. In connection with any of the foregoing, Licensee shall arrange for Licensor to be promptly supplied with any such information or materials as may be reasonably required by it. In the event that any claim or problem arises with respect to the protection of the Trademarks, Licensee shall promptly advise Licensor in writing of the nature and extent of same. Licensor shall have the election to proceed with counsel of its own choice or to have Licensee proceed on behalf of Licensor with respect to any such claim or problem, all at the expense of Licensor; Licensor's written permission shall be obtained by Licensee prior to incurring any cost chargeable to Licensor in connection therewith. It is agreed that Licensor has no obligation to take any action whatsoever in the event that any claim or problem arises with respect to the protection of the Trademarks.

7. Enforcement of Trademark Rights. Licensee agrees to notify Licensor promptly, in writing, of any adverse use in the event of the use of a trademark or other designation similar to the Trademarks of which Licensee has actual knowledge.

8. Equitable Relief and Monetary Damages. Licensee acknowledges that a breach of this Agreement by Licensee would cause immediate and irreparable harm to Licensor for which money damages could not adequately compensate Licensor. Therefore, Licensor shall have the right to enforce this Agreement, not only by an action or actions for damages, but also by an action or actions for specific performance or injunctive or other equitable relief in order to enforce or prevent any violations of the terms or conditions of this Agreement, without proof of actual damages and without the posting of bond or other security.

9. Assignment. The license herein granted is personal to Licensee and may not be assigned, transferred, sub-licensed, pledged, mortgaged or otherwise encumbered by Licensee in whole or in part without Licensor's prior written consent in each instance; provided, that, notwithstanding the foregoing, Licensor acknowledges and agrees that Licensee may, without Licensor's consent, (a) pledge its rights hereunder to the Administrative Agent pursuant to the terms and conditions of the Credit Agreement; and (b) sub-license the rights licensed hereunder to any other Credit Parties to the extent necessary for the exploitation by such Credit Parties of Borrower Pictures.

10. Notices. All notices and other communications required or permitted hereunder shall be in writing, shall be deemed duly given upon actual receipt, and shall be delivered (i) in person; (ii) by registered or certified mail (air mail if addressed to an address outside of the country in which mailed), postage prepaid, return receipt requested; (iii) by a generally recognized overnight courier service which provides written acknowledgment by the addressee of receipt; or (iv) by facsimile or other generally accepted means of electronic transmission (provided that a copy of any notice delivered pursuant to this clause (iv) shall also be sent pursuant to clause (ii)), addressed as follows (or to such other addresses as may be specified by like notice to the other Parties).

If to Licensor:

Participant Media, LLC
335 N. Maple Drive
Suite 245
Beverly Hills, CA 90210
Attn: Jeff Ivers

If to Licensee:

PM/IN Finance, LLC
c/o Participant Media, LLC
335 N. Maple Drive
Suite 245
Beverly Hills, CA 90210
Attn: Jeff Ivers

with courtesy copies to:

JPMorgan Chase Bank, N.A.
10 South Dearborn Street, 9th Floor
Chicago, Illinois 60603 5506
Attention: Stephen C. Price

Facsimile No.: 312-325 3231
E-Mail: stephen.c.price@jpmorgan.com

and

JPMorgan Chase Bank, N.A.
JPMorgan Loan Services
10 South Dearborn, 7th Floor
Chicago, Illinois 60603
Attention: April Yebe
Facsimile No.: 312-385 7096
E-Mail: april.yebd@jpmchase.com

and

J.P.Morgan Securities Inc.
1999 Avenue of the Stars, 27th Floor
Los Angeles, California 90067
Attention: David Shaheen
Facsimile No.: 310- 860 7241
E-Mail: david.shaheen@jpmorgan.com;

and

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attention: Justin H. Wertman
Facsimile No.: 212-309 6001
E-Mail: jwertman@morganlewis.com

11. No Waiver. No failure by either party to take action on account of any default by the other, whether in a single instance or repeatedly, shall constitute a waiver of any such default or the performance required of such party. No express waiver of a default by any party shall be construed as a waiver of any other default or future performance required hereunder.

12. Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Trademark License Agreement.

13. Governing Law. This Trademark License Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to the conflict of law rules thereof. Licensee irrevocably consents to the exclusive jurisdiction of the courts of the State of California, in Los Angeles County and of any federal court located in such State in such county in connection with any action or proceeding arising out of or relating to this Trademark License Agreement. In addition, Licensee covenants and agrees not to assert, by way of motion, as a defense, or otherwise, in any such action or proceeding, any claim that such party is not subject personally to the jurisdiction of such court, that the action or proceeding is brought in an inconvenient forum, that the venue of the action or proceeding is improper, or that this Trademark License Agreement or the subject matter hereof may not be enforced in or by such court.

14. Entire Agreement. This Trademark License Agreement sets forth the entire agreement and understanding between Licensee and the Licensor relating to the subject matter herein and merges all prior discussions between Licensee and the Licensor with respect thereto.

15. Modification / Termination. No modification of or amendment to this Trademark License Agreement, nor any waiver of any rights under this Trademark License Agreement, will be effective unless in writing signed by the party to be charged and, if prior to the Debt Repayment Date (defined below), approved in writing by the Administrative Agent; provided, however, that such approval of the Administrative Agent shall (a) only be required in the event that any such amendment would amend this Agreement in a material respect; and (b) not be unreasonably withheld to the extent that such amendment is not adverse to the interests of the Administrative Agent (or the other "Secured Parties" under the Credit Agreement). Prior to the Debt Repayment Date, neither this Agreement nor the license of trademark rights hereunder shall be terminated by either party or by the mutual agreement of the parties, without the prior written approval of the Administrative Agent. For the avoidance of doubt, the Administrative Agent shall be deemed an express third party beneficiary of this Section 15. For purposes hereof, the "**Debt Repayment Date**" shall mean the date on which the obligations of the Licensee (and the other Credit Parties (as defined in the Credit Agreement)) under the Credit Agreement have been paid in full and the commitments to extend credit thereunder have been terminated.

16. Counterparts. This Trademark License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one agreement.

17. Severability. If one or more of the provisions in this Trademark License Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

[Signature Page to Trademark License Agreement to follow]

IN WITNESS WHEREOF, this Trademark License Agreement is entered into as of the day and year first above written.

PARTICIPANT MEDIA, LLC
("LICENSOR")

By: 
Jim Berk
Title: Chief Executive Officer

PM/IN FINANCE, LLC
("LICENSEE")

By: 
Jim Berk
Title: Chief Executive Officer

SCHEDULE 1

List of Trademarks

PARTICIPANT MEDIA

participant^o
MEDIA