

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT																
CONVEYING PARTY DATA																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>KUSHNER LOCKE, LLC</td> <td></td> <td>02/08/2010</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> <tr> <td>TN KN PRODUCTIONS, LLC</td> <td></td> <td>02/08/2010</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> <tr> <td>GREY PRODUCTIONS, LLC</td> <td></td> <td>02/08/2010</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	KUSHNER LOCKE, LLC		02/08/2010	LIMITED LIABILITY COMPANY:	TN KN PRODUCTIONS, LLC		02/08/2010	LIMITED LIABILITY COMPANY:	GREY PRODUCTIONS, LLC		02/08/2010	LIMITED LIABILITY COMPANY:
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Registration Number:	2019277	KUSHNER LOCKE COMPANY															
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CORRESPONDENCE DATA																	
Fax Number:	(202)739-3001																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	202-739-5950																
Email:	ateixeira@morganlewis.com, trademarks@morganlewis.com																
Correspondent Name:	ANTONIO CESAR TEIXEIRA																
Address Line 1:	1111 Pennsylvania Avenue, NW																
Address Line 2:	Attention: TMSU																
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004																

CH \$65.00 2019277

NAME OF SUBMITTER:	Antonio C. Teixeira, Paralegal
Signature:	/Antonio Teixeira/
Date:	03/26/2010
Total Attachments: 8 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, KUSHNER LOCKE, LLC (the “Borrower”) and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the “Guarantors”, and together with the Borrower, each a “Pledgor” and collectively the “Pledgors”) now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, on November 21, 2001, The Kushner Locke Company (the “Debtor”) and certain direct and indirect subsidiaries of the Debtor (the “Debtor Subsidiaries”) filed voluntary petitions with the Bankruptcy Court whereby the Borrower and the Debtor Subsidiaries became debtors and debtors-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (the “Cases”), and continued in possession of their assets and in the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code throughout the Cases;

WHEREAS, prior to filing the Cases, the Debtor, the Debtor Subsidiaries, the Lenders and the Administrative Agent entered into that certain Credit Agreement, dated as of June 11, 1996, as amended, (the “Pre-Petition Credit Agreement”),

WHEREAS, pursuant to the Debtors’ Amended Joint Plan of Reorganization, dated as of August 24, 2009, certain of the obligations, under Pre-Petition Credit Agreement, of the Debtor and the Debtor Subsidiaries are being restructured (“Restructured Obligations”) as set forth in that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of February 8, 2010 (as the same may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among the Borrower, the Guarantors referred to therein, the Lenders referred to therein (the “Lenders”) and JPMorgan Chase Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”);

WHEREAS, the Plan of Reorganization orders the Debtor to assign all of its assets to the Borrower, free and clear of all liens, except for, among other things, the liens securing the Restructured Obligations;

WHEREAS, the Debtor, the Debtor Subsidiaries and the Administrative Agent (as defined in the Pre-Petition Credit Agreement) have entered into that certain Trademark Security Agreement, dated as of June 19, 1996 and recorded on June 28, 1996 (as further amended and supplemented "Existing Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement); and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby: (i) ratify and confirm the Existing Trademark Security Agreement and the liens granted thereunder which shall continue to secure the Restructured Obligations and (ii) grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of itself and the Lenders) shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest

of the Administrative Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself and the Lenders) will provide notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of February 8, 2010.

PLEDGORS:

KUSHNER LOCKE, LLC

By 

Name:

Title:

TN KN PRODUCTIONS, LLC

By 

Name:

Title:

GREY PRODUCTIONS, LLC

By 

Name:

Title:

[Signature page to Trademark Security Agreement]

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SCOTT D. HERWITZ NOTARY PUBLIC

On 2-08-2010, 200__, before me, _____, Notary Public, personally appeared ALICE NEUHAUSER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature [Handwritten Signature] [SEAL]



ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By 

Name: Billie J. Prue

Title: Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004174 FRAME: 0945

Schedule A

TRADEMARKS

Kushner-Locke Company. USPTO Registration no. 2,019,277

Kushner-Locke International. USPTO Registration no. 2,019,276