

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Kushner Locke Company		02/01/2010	CORPORATION: CALIFORNIA
Twilight Entertainment, Inc.		02/02/2010	CORPORATION: CALIFORNIA
KL Productions, Inc.		02/02/2010	CORPORATION: CALIFORNIA
KLF Guild Co.		02/02/2010	CORPORATION: CALIFORNIA
Post and Production Services, Inc.		02/02/2010	CORPORATION: CALIFORNIA
KLTV Guild Co.		02/02/2010	CORPORATION: CALIFORNIA
Kushner-Locke International, Inc.		02/02/2010	CORPORATION: CALIFORNIA
KL Interactive Media, Inc.		02/02/2010	CORPORATION: CALIFORNIA
Dayton Way Pictures III, Inc.		02/02/2010	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Kushner Locke, LLC
<b>Street Address:</b>	280 South Beverly Drive, Suite 205
<b>City:</b>	Beverly Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90212
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2019277	KUSHNER LOCKE COMPANY
Registration Number:	2019276	KUSHNER LOCKE INTERNATIONAL

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ateixeira@morganlewis.com, trademarks@morganlewis.com  
 Correspondent Name: ANTONIO CESAR TEIXEIRA  
 Address Line 1: 1111 Pennsylvania Avenue, NW

**900158232**

**TRADEMARK  
 REEL: 004175 FRAME: 0433**

**CH \$65.00 2019277**

Address Line 2: Attention: TMSU  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Antonio C. Teixeira, Paralegal
Signature:	/Antonio Teixeira/
Date:	03/29/2010

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made by **The Kushner Locke Company**, a California corporation, **Twilight Entertainment, Inc.**, a California corporation, **KL Productions, Inc.**, a California corporation, **KLF Guild Co.**, a California corporation, **Post and Production Services, Inc.**, a California corporation, **KLTV Guild Co.**, a California corporation, **Kushner-Locke International, Inc.**, a California corporation, **KL Interactive Media, Inc.**, a California corporation, and **Dayton Way Pictures III, Inc.**, a California corporation (referred to herein individually as an "Assignor" and collectively as the "Assignors"), having an address at 280 South Beverly Drive, Suite 205, Beverly Hills, California, to **Kushner Locke, LLC**, a California limited liability company ("Assignee"), having an address at 280 South Beverly Drive, Suite 205, Beverly Hills, California.

### W I T N E S S E T H:

WHEREAS, Assignors are the owners or holders of rights (including common law rights) in certain trademarks, together with the good will of the business associated therewith, in the United States (the "Trademarks");

WHEREAS, pursuant to the Order Confirming Debtors' Amended Joint Chapter 11 Plan of Reorganization, Dated August 24, 2009 entered by the United States Bankruptcy Court on January 13, 2010 (the "Court Order") and Debtors' Amended Joint Chapter 11 Plan of Reorganization, Dated August 24, 2009 (the "Plan of Reorganization"), each Assignor desires to assign all of such Assignor's rights in the Trademarks to Assignee together with the good will of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, in accordance with the Plan of Reorganization and the Court Order, each Assignor does hereby irrevocably assign unto Assignee and all of such Assignor right, title, and interest in and to the Trademarks, to the fullest extent that any such rights are held by Assignor, including, without limitation, any and all rights in those applications and registrations described on Schedule A hereto, together with the good will of the business associated therewith on the date set forth by each Assignor's name on the signature page.

Pursuant to the Court Order and Plan of Reorganization, the conveyance of the Trademarks to Assignee hereunder is made free and clear of all liens, claims and encumbrances, except for: (i) the liens securing the \$2,000,000 of the amounts owing under the that certain Credit, Security, Guaranty and Pledge Agreement, dated as of June 11, 1996, as amended, among Assignor, the Guarantors, the Agent, and the Lenders, including, but not limited to, principal, interest and fees that was assumed by the Assignee and not discharged and was amended and restated on the terms set forth in the form of the Amended and Restated Credit Agreement (as defined in the Plan of Reorganization), (ii) any and all security interests in all theatrical and television motion pictures, produced or distributed by a Debtor (as defined in the Plan of Reorganization), that were produced subject to collective bargaining agreements with or on behalf of one or more of

The Screen Actors Guild, Inc., Directors Guild of America, Inc., Writers Guild of America, West, Inc., Screen Actors Guild—Producers Pension & Health Plans, Directors Guild Of America, Inc.—Producers Pension And Health Plans, Writers Guild Pension Plan And Industry Health Fund, Motion Picture Industry Pension & Health Plans, and the Film Musicians Secondary Markets Fund (referred to herein individually as a “Union Entity” and collectively as the “Union Entities”) that were granted in favor of a Union Entity that were duly perfected as to a Debtor as of November 21, 2001, and (iii) any liens that were perfected on November 21, 2001 that secured any Allowed Other Secured Claim (as such terms are defined in the Plan of Reorganization).

Each Assignor shall promptly upon the request of Assignee execute such other instruments of conveyance as may be necessary to permit Assignee to record the assignment contemplated by the instrument.

IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Assignment as of the date set forth below.

February 1, 2010

THE KUSHNER LOCKE COMPANY




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By: Alice Neuhauser  
Title: Responsible Officer, President, Chief  
Financial Officer and Secretary

February 2, 2010

TWILIGHT ENTERTAINMENT, INC.



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By: Alice Neuhauser  
Title: Responsible Officer, President, Chief  
Financial Officer and Secretary

February 2, 2010

KL PRODUCTIONS, INC.



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By: Alice Neuhauser  
Title: Responsible Officer, President, Chief  
Financial Officer and Secretary

February 2, 2010

KLF GUILD CO.



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By: Alice Neuhauser  
Title: Responsible Officer, President, Chief  
Financial Officer and Secretary

February 2, 2010

POST AND PRODUCTION SERVICES,  
INC.



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By: Alice Neuhauser  
Title: Responsible Officer, President, Chief  
Financial Officer and Secretary

February 2, 2010

KLTV GUILD CO.



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By: Alice Neuhauser  
Title: Responsible Officer, President, Chief  
Financial Officer and Secretary

February 2, 2010

KUSHNER-LOCKE INTERNATIONAL,  
INC.

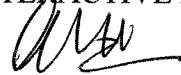


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By: Alice Neuhauser  
Title: Responsible Officer, President, Chief  
Financial Officer and Secretary

February 2, 2010

KL INTERACTIVE MEDIA, INC.

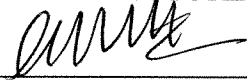


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By: Alice Neuhauser  
Title: Responsible Officer, President, Chief  
Financial Officer and Secretary

February 2, 2010

DAYTON WAY PICTURES III, INC.



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By: Alice Neuhauser

Title: Responsible Officer, President, Chief  
Financial Officer and Secretary

**SCHEDULE A**  
**CURRENT UNITED STATES TRADEMARKS**

Kushner-Locke Company. USPTO Registration no. 2,019,277  
Kushner-Locke International. USPTO Registration no. 2,019,276