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08-26-2010



103605007

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Weinstein Company LLC		07/29/2010	Delaware Limited Liability Company:
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	452 Fifth Avenue		
Internal Address:	Corporate Trust Loan Agency/Nelson Kercado		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Association: USA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3468988	THE MIRIAM COLLECTION	
Registration Number:	3134503	THE WEINSTEIN COMPANY	
Registration	3134502	THE WEINSTEIN COMPANY	

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Number:		
Registration Number:	3630844	THIRD RAIL
Registration Number:	2705829	DIMENSION
Registration Number:	2633866	DIMENSION
Registration Number:	3142441	DIMENSION
Registration Number:	3665027	DIMENSION EXTREME
Serial Number:	77088905	DIMENSION EXTREME
Registration Number:	3346339	DRAGON DYNASTY
Serial Number:	78892337	DRAGON DYNASTY
Registration Number:	3346340	DRAGON DYNASTY
Serial Number:	77172052	KALEIDOSCOPE TWC
Serial Number:	77375629	PIRANHA
Serial Number:	77375633	PIRANHA 3D
Serial Number:	78785893	CRANE STARTLES KUN LUN
Serial Number:	78785880	CROUCHING TIGER, HIDDEN DRAGON
Serial Number:	78785916	PRECIOUS SWORD, GOLDEN HAIRPIN
Serial Number:	77143406	PROJECT GENIUS
Serial Number:	78785933	SWORD ENERGY, PEARL LIGHT

CORRESPONDENCE DATA

Fax Number: (202)756-9299
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-756-9268
 Email: Ingrid.Arbuckle@thomson.com
 Correspondent Name: Thomson Compumark
 Address Line 1: 1100 13th ST. N.W.
 Address Line 2: Ste 300
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	687975.0001
NAME OF SUBMITTER:	Ingrid Arbuckle
Signature:	/Ingrid Arbuckle/

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Date:	08/12/2010
Total Attachments: 9 source=TRADEMARKSECURITYAGREEMENT#page1.tif source=TRADEMARKSECURITYAGREEMENT#page2.tif source=TRADEMARKSECURITYAGREEMENT#page3.tif source=TRADEMARKSECURITYAGREEMENT#page4.tif source=TRADEMARKSECURITYAGREEMENT#page5.tif source=TRADEMARKSECURITYAGREEMENT#page6.tif source=TRADEMARKSECURITYAGREEMENT#page7.tif source=TRADEMARKSECURITYAGREEMENT#page8.tif source=TRADEMARKSECURITYAGREEMENT#page9.tif	
RECEIPT INFORMATION ETAS ID: TM179697 Receipt Date: 08/12/2010 Fee Amount: \$515	

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EXECUTION VERSION

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

WHEREAS, The Weinstein Company LLC (the "**Borrower**") and the guarantors party hereto, 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, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing, 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, pursuant to the terms of that certain Common Pledge, Security and Intercreditor Agreement and Irrevocable Proxy dated July 29, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Common Security Agreement**"), by the Borrower and the Guarantors party thereto, the Pledgors have granted to the Collateral Agent (for the benefit of the Secured Parties (as defined in the Common Security Agreement)) 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, 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 Secured Obligations; and

WHEREAS, the Collateral 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 grant to the Collateral Agent (for the benefit of the Secured Parties), as security for the Secured Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) (a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and (ii) the right to obtain all reissues, extensions or renewals of the foregoing, including, without limitation, each trademark referred to in Schedule A annexed hereto, and (b) all of the goodwill connected with the use of, and symbolized by the items described in, clause (a) (the "**Trademark Collateral**");

(ii) each Trademark license, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder;

(iii) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, any Trademark license;

(iv) all products and proceeds of, and income from, and rights associated with, the foregoing, including, without limitation, any claim by any Pledgor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Within thirty (30) days after the end of each calendar quarter following any application for registration, registration, or issuance of trademark with the U.S. Patent and Trademark Office of an interest in any material Trademark Collateral by any Pledgor, the Pledgors agree to deliver updated copies of Schedule A to the Collateral Agent, and to duly and promptly execute and deliver, or have promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents and take all further action that may be necessary or upon the reasonable request of the Collateral Agent, to carry out the provisions and purposes of the Credit Agreement Debt Documents, the Common Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Collateral Agent (for the benefit of the Secured Parties) granted pursuant to the Common Security Agreement, this Trademark Security Agreement, and the Credit Agreement Debt Documents in the Trademark Collateral or any portion thereof.

In the event that any Pledgor becomes aware that any item of the Trademark Collateral specified in Schedule A hereto is being infringed or misappropriated by a third party in any material respect, the Pledgors shall promptly notify the Collateral Agent thereof and take such actions, at its expense, as it deems reasonable and appropriate, or as the Collateral Agent may reasonably request upon consultation and in cooperation with such Pledgor, under the

circumstances to protect or enforce such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. This security interest is granted in conjunction with the security interests granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Common Security Agreement. Each of the Pledgors and the Collateral Agent hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth in the Common Security Agreement and the Credit Agreement Debt Documents, and are subject to the limitations (including, without limitation, certain rights of quiet enjoyment in favor of licensees) set forth in the Common Security Agreement and the Credit Agreement Debt Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the terms of this Trademark Security Agreement and the Common Security Agreement, the terms of the Common Security Agreement shall govern.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Secured Obligations have been Paid in Full, the Collateral Agent (on behalf of the Secured Parties) shall promptly deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Pledgors such documents as may be reasonably requested by Pledgors to evidence the termination of the security interest of the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to the terms hereof or of the Credit Agreement.

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

THIS TRADEMARK SECURITY AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED, ENFORCED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CONFLICT OR CHOICE OF LAW PRINCIPLES OF SUCH STATE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE BOROUGH OF MANHATTAN, NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES, FOR ITSELF AND ITS PROPERTY, HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES

HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY NEW YORK STATE OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE BOROUGH OF MANHATTAN, NEW YORK CITY. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

This Trademark Security 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 Common Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have duly executed this Trademark Security Agreement as of July 22, 2010.

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PLEDGORS:

THE WEINSTEIN COMPANY LLC

By: [Signature]
Name: Harvey Weinstein
Title: Manager

THE WEINSTEIN COMPANY HOLDINGS LLC

By: [Signature]
Name: Harvey Weinstein
Title: Manager

W ACQUISITION COMPANY LLC

By: [Signature]
Name: Harvey Weinstein
Title: Manager

WEINSTEIN BOOKS LLC

By: [Signature]
Name: Harvey Weinstein
Title: Manager

Signature Page to Trademark Security Agreement

Accepted:

HSBC Bank USA, National
Association, as Collateral Agent

By: 
Name: NELSON KERCADO
Title: VICE PRESIDENT

Signature Page to Trademark Security Agreement


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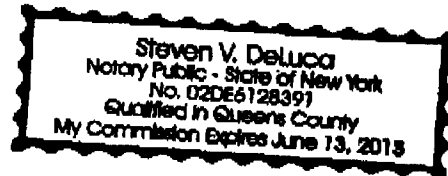
STATE OF New York
) SS.
COUNTY OF Queens.

On July 29th., 2010, before me, Steven DeLuca, a notary public in and for the State of New York., personally appeared Harvey Weinstein, 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 New York. that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Schedule A
to Trademark Security Agreement

TRADEMARKS

Mark	Record Owner	Registration Number	Registration Date
THE MIRIAM COLLECTION	The Weinstein Company LLC	3468988	07/15/2008
THE WEINSTEIN COMPANY	The Weinstein Company LLC	3134503	08/22/2006
THE WEINSTEIN COMPANY	The Weinstein Company LLC	3134502	08/22/2006
THIRD RAIL	The Weinstein Company LLC	3630844	06/02/2009
DIMENSION	The Weinstein Company LLC	2705829	04/15/2003
DIMENSION	The Weinstein Company LLC	2633866	10/15/2002
DIMENSION	The Weinstein Company LLC	3142441	09/12/2006
DIMENSION EXTREME	The Weinstein Company LLC	3665027	08/04/2009

PENDING TRADEMARK APPLICATIONS

Mark	Record Owner	Registration Number	Registration Date
DIMENSION EXTREME	The Weinstein Company LLC	(77088905) (ITU)	(01/23/2007)
DRAGON DYNASTY	The Weinstein Company LLC	3346339	11/27/2007
DRAGON DYNASTY & Design	The Weinstein Company LLC	(78892337) (ITU)	(05/25/2006)
DRAGON DYNASTY & Design	The Weinstein Company LLC	3346340	11/27/2007
KALEIDOSCOPE TWC	The Weinstein Company LLC	(77172052) (ITU)	(05/03/2007)
PIRANHA	The Weinstein Company LLC	(77375629) (ITU)	(01/18/2008)
PIRANHA 3D	The Weinstein Company LLC	(77375633) (ITU)	(01/18/2008)
CRANE STARTLES KUN	The Weinstein	(78785893)	(01/05/2006)

36483659

Mark	Record Owner	Registration Number	Registration Date
LUN	Company LLC	(ITU)	
CROUCHING TIGER, HIDDEN DRAGON	The Weinstein Company LLC	(78785880) (ITU)	(01/05/2006)
PRECIOUS SWORD, GOLDEN HAIRPIN	The Weinstein Company LLC	(78785916) (ITU)	(01/05/2006)
PROJECT GENIUS	The Weinstein Company LLC	(77143406) (ITU)	(03/29/2007)
SWORD ENERGY, PEARL LIGHT	The Weinstein Company LLC	(78785933) (ITU)	(01/05/2006)

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RECORDED: 08/12/2010

TRADEMARK
REEL: 004268 FRAME: 0374