

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legend Pictures, LLC		09/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Collateral Agent		
Street Address:	c/o Fortress Investment Group LLC		
Internal Address:	1345 Avenue of the Americas, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3621043	LEGENDARY PICTURES	
Registration Number:	3412677	LEGENDARY PICTURES	
Registration Number:	3656926	LEGENDARY PICTURES	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	27472-50900		

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**TRADEMARK
 REEL: 004287 FRAME: 0689**

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	09/30/2010
Total Attachments: 7 source=Trademark Security Agreement per Credit Agreement (Executed)#page1.tif source=Trademark Security Agreement per Credit Agreement (Executed)#page2.tif source=Trademark Security Agreement per Credit Agreement (Executed)#page3.tif source=Trademark Security Agreement per Credit Agreement (Executed)#page4.tif source=Trademark Security Agreement per Credit Agreement (Executed)#page5.tif source=Trademark Security Agreement per Credit Agreement (Executed)#page6.tif source=Trademark Security Agreement per Credit Agreement (Executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, LEGEND PICTURES, LLC (the "Pledgor"), now owns or holds 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;

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of September 23, 2010 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgor, the Lenders from time to time party thereto (the "Lenders") and Fortress Credit Corp., as Administrative Agent and as Collateral Agent (in such capacity, the "Collateral Agent"), have agreed to make an Advance to the Pledgor;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Collateral Agent (for the benefit of itself and the Lenders) a security interest in and to all personal property of the Pledgor, including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (all of which shall be listed on Schedule B), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, 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 Pledgor 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 Pledgor does hereby grant to the Collateral Agent (for the benefit of itself and the Lenders), as security for the Secured Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items (i)-(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 Pledgor:

(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, 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 Pledgor 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 Pledgor agrees to deliver updated copies of Schedule A to the Collateral Agent at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto, or enters 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 Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Collateral Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Collateral 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 Collateral 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 Collateral Agent (for the benefit of itself and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement and the other Loan Documents in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any Person shall do or perform any act(s) which the Collateral Agent reasonably believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgor, the Collateral Agent or the Lenders, or if any Person shall do or perform any acts which the Collateral 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 Pledgor (or if an Event of Default is at the time continuing, then without notice), the Collateral Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Collateral 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 Collateral Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly; provided that the Collateral Agent will consult with the Pledgor with respect to any such action taken (it being understood and agreed that the Collateral Agent shall have no obligation to obtain the consent of the Pledgor with respect to any such action).

This security interest is granted in conjunction with the security interests granted to the Collateral Agent (for the benefit of itself and the Lenders) pursuant to the Credit

Agreement and the other Loan Documents. Each of the Pledgor and the Collateral Agent does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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. Upon the Payment in Full of the Secured Obligations on the Debt Collection Date, the Collateral Agent (on behalf of itself and the Lenders), shall promptly execute and deliver to the Pledgor, at the Pledgor's 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 Collateral 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 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 the Credit Agreement and the other Loan Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Loan 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 herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of September 23, 2010.

LEGEND PICTURES, LLC

By 
Name: Lawrence S. Clark
Title: Chief Operating Officer and CFO

Accepted:

FORTRESS CREDIT CORP.
as Collateral Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of September 23, 2010.

LEGEND PICTURES, LLC

By _____
Name: Lawrence S. Clark
Title: Chief Operating Officer and CFO

Accepted:

FORTRESS CREDIT CORP.
as Collateral Agent

By _____
Name: _____
Title: **CONSTANTINE M. DAKOLIAS**
PRESIDENT

TRADEMARKS

<u>Country</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
USA	3621043	5/12/2009	LEGENDARY PICTURES & DESIGN



USA	3412677	4/15/2008	LEGENDARY PICTURES
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USA	3656926	7/21/2009	LEGENDARY PICTURES & DESIGN
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TRADEMARK LICENSES

None.

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