

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SV HOLDCO, LLC		10/14/2010	LIMITED LIABILITY COMPANY: DELAWARE
TECHNICOLOR CINEMA ADVERTISING, LLC		10/14/2010	LIMITED LIABILITY COMPANY: DELAWARE
SCREENVISION EXHIBITION, INC.		10/14/2010	CORPORATION: DELAWARE
SCREENVISION DIRECT, INC.		10/14/2010	CORPORATION: NEW YORK
SCREENVISION BILLBOARD HOLDINGS, INC.		10/14/2010	CORPORATION: DELAWARE
SCREENVISION BILLBOARD NETWORK, L.L.C.		10/14/2010	LIMITED LIABILITY COMPANY: NEW YORK
SCREENVISION CINEMA NETWORK LLC		10/14/2010	LIMITED LIABILITY COMPANY: NEW YORK
SCREENVISION DIRECT HOLDINGS, INC.		10/14/2010	CORPORATION: DELAWARE
SCREENVISION EXHIBITION, LLC		10/14/2010	LIMITED LIABILITY COMPANY: DELAWARE
SCREENVISION HOLDINGS, INC.		10/14/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CITY NATIONAL BANK, as Agent
<b>Street Address:</b>	555 S. Flower Street, 24th Floor
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3539088	PREMIUM POD

**900176689**

**TRADEMARK  
 REEL: 004409 FRAME: 0892**

**CH \$215.00 3539088**

Registration Number:	2635252	SCREENVISION
Registration Number:	2706601	SCREENVISION
Registration Number:	2857983	SCREENVISION DIRECT
Registration Number:	3102169	THE INSIDERS' BALL
Serial Number:	77966883	ALL ACCESS RED CARPET PREMIERE SERIES
Serial Number:	85085664	CMOR
Serial Number:	85085863	

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	38468.00043
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	11/04/2010

**Total Attachments: 16**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of October 14, 2010, is entered into by and among **SV HOLDCO, LLC**, a Delaware limited liability company ("Parent"), each of Parent's undersigned subsidiaries, those additional entities that hereafter become parties hereto by executing a joinder in form and substance satisfactory to Agent (such additional entities, together with Parent and such subsidiaries, each a "Debtor", and individually and collectively, and jointly and severally, the "Debtors"), and **CITY NATIONAL BANK**, a national banking association, as the arranger and administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), in light of the following:

**WHEREAS**, Parent, **TECHNICOLOR CINEMA ADVERTISING, LLC**, a Delaware limited liability company ("OpCo"), **SCREENVISION EXHIBITION, INC.**, a Delaware corporation ("Screenvision Exhibition"), and **SCREENVISION DIRECT, INC.**, a New York corporation ("Screenvision Direct"; OpCo, Screenvision Exhibition, and Screenvision Direct are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the Lenders, **BANK OF AMERICA, N.A.** ("BofA"), as syndication agent ("Syndication Agent"), and Agent are, contemporaneously herewith, entering into that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrowers, and pursuant to which each Borrower has granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests in (among other things) all of the general intangibles of such Borrower;

**WHEREAS**, contemporaneously herewith, each Debtor, other than the Borrowers, and Agent, have executed and delivered that certain Guarantor Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantor Security Agreement") in favor of Agent in respect of certain obligations of the Borrowers to the Lender Group and the Bank Product Providers in connection with the Loan Agreement; and

**WHEREAS**, pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Lenders under the Loan Agreement, each Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" has the meaning set forth in the preamble hereto.

"Bank Product Providers" has the meaning ascribed to such term in the Loan Agreement.

“Bankruptcy Code” means title 11 of the United States Code, as in effect from time to time.

“Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Agent’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

“Debtor” and “Debtors” have the respective meanings ascribed to such terms in the preamble to this Agreement.

“Event of Default” has the meaning ascribed to such term in the Loan Agreement.

“Guarantor Security Agreement” has the meaning set forth in the recitals to this Agreement.

“Lender” and “Lenders” have the respective meanings ascribed to such terms in the Loan Agreement.

“Lender Group” has the meaning ascribed to such term in the Loan Agreement.

“Loan Agreement” has the meaning set forth in the recitals to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the Code, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means each and all of the following: (a) all of the present and future obligations of each of the Debtors arising from, or owing under or pursuant to, this Agreement, the Loan Agreement, or any of the other Loan Documents (including any Guaranty), (b) all Bank Product Obligations, and (c) all other Obligations of the Debtors (including, in the case of each of clauses (a), (b) and (c), reasonable attorneys fees and expenses and any interest, fees, or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding).

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“United States” and “U.S.” each mean the United States of America.

(b) Code. Any terms used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein; provided, however, that to the extent that the Code is used to define any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 shall govern.

(c) Construction.

(i) Initially capitalized terms set forth herein but not defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

(ii) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and other similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Debtors and Agent. Any reference herein to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or, (i) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (ii) in the case of obligations with respect to Bank Products, providing Bank Product Collateralization) of all Secured Obligations other than contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and are not required by the provisions of the Loan Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(iii) In the event of a direct conflict between the terms and provisions of this Agreement, on the one hand, and the Loan Agreement or the Guarantor Security Agreement, on the other hand, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement, on the one hand, and the Loan Agreement or the Guarantor Security Agreement, on the other hand, that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement or the Guarantor Security Agreement, as applicable, shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtors

and supplemental rights and remedies in favor of Agent (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed in conflict with either the Loan Agreement or the Guarantor Security Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interests. To secure the prompt payment and performance of the Secured Obligations, each Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group and the Bank Product Providers, continuing security interests in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of such Debtor or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement, dilution or unconsented use of any Trademarks, injury to the goodwill associated with any Trademark, and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing Trademark Collateral (including license fees or royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

Notwithstanding the foregoing, such grant of a security interest shall not extend to, and the term "Trademark Collateral" shall not include any rights or interest in any contract, lease, permit, license, or license agreement covering personal property of any Borrower if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (ii) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is unenforceable under Section 9-406,

9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Agent's security interest or lien notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clauses shall in no way be construed to limit, impair, or otherwise affect any of Agent's, any other member of the Lender Group's or any Bank Product Provider's continuing security interests in and liens upon any rights or interests of any Borrower in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license or license agreement (including any Accounts), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license or license agreement). It being acknowledged that any right or interest of any Debtor in the term "Technicolor" or any derivation thereof shall be subject to the provisions of the Closing Date Acquisition Agreement, except to the extent that any Debtor subsequently acquires any right or interest therein.

(b) Security for Secured Obligations. Each Debtor agrees that the security interest created hereby shall create continuing security interests in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18, and which secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Debtors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Debtor due to the existence of such Insolvency Proceeding.

(c) Incorporation into the Loan Agreement and the Guarantor Security Agreement. This Agreement shall be fully incorporated into the Loan Agreement and the Guarantor Security Agreement and all understandings, agreements and provisions contained in the Loan Agreement and the Guarantor Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Borrower Collateral in the Loan Agreement and the Debtor Collateral in the Guarantor Security Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Agent's security interests in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of such Debtor, or in the name of Agent or otherwise, without notice to or assent by such Debtor, and such Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that Agent reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Agent's security interests in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which Agent may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) to execute any and all applications,

documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been repaid in full and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Each Debtor represents and warrants to each member of the Lender Group, as follows:

(a) No Other Trademarks. Schedule A sets forth, a true and correct list of all of the existing registered Trademarks, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held as an exclusive license by such Debtor.

(b) Validity. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each of the Trademarks is valid and enforceable.

(c) No Infringement or Misappropriation. (i) To such Debtor's knowledge after reasonable inquiry, such Debtor has never infringed or misappropriated in any material respect and is not currently infringing or misappropriating in any material respect any Trademark rights of any Person, and no product manufactured, used, distributed, licensed, or sold by or service provided by such Debtor has ever infringed or misappropriated in any material respect or is currently infringing or misappropriating in any material respect any Trademark rights of any Person, except to the extent that the foregoing could not reasonably be expected to result in a claim against any Debtor; (ii) there are no pending, or to any Debtor's knowledge after reasonable inquiry, threatened material infringement or misappropriation claims or proceedings pending against any Debtor, and no Debtor has received any notice or other communication of any actual or alleged material infringement or material misappropriation of any Trademark rights of any Person; and (iii) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral that is material and necessary to the conduct of the business of a Debtor.

(d) Confidentiality. Such Debtor has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Debtor that are necessary in the business of such Debtor.

(e) Title. (i) Such Debtor has rights in and good and defensible title to its Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, such Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses and covenants by such Debtor not to sure third persons, and (iii) with respect to any Trademarks necessary to the conduct of the Business of a Debtor for which such Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.



(f) [Intentionally Omitted.]

(g) Powers. Such Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, security interests in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Each Debtor covenants that so long as this Agreement shall be in effect, such Debtor shall:

(a) comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents;

(b) promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee;

(c) on each date on which a Compliance Certificate is delivered by Parent pursuant to Section 6.3 of the Loan Agreement, each Debtor shall provide Agent with a written report of all new Trademarks that are registered or the subject of pending applications for registrations, which were acquired, registered, or for which applications for registration were filed by any Debtor during the prior period and any statement of use or amendment to allege use with respect to intent-to-use trademark applications. In the case of such registrations or applications therefor, which were acquired by any Debtor, each such Debtor shall file the necessary documents with the PTO identifying the applicable Debtor as the owner (or as a co-owner thereof, if such is the case) of such Trademark. The applicable Debtor shall promptly cause to be prepared and delivered to Agent a supplemental schedule to this Agreement to identify such Trademark registrations and applications therefor (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed);

(d) on a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be reasonably requested by Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure each such Debtor's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, such Debtor:

(i) hereby authorizes Agent in its sole discretion if such Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent, to modify this Agreement without first obtaining such Debtor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by such Debtor after the execution hereof, or to delete any reference to any right, title or interest in any Trademark Collateral in which such Debtor no longer has or claims any right, title or interest;

(ii) hereby authorizes Agent, in its sole discretion, to file one or more financing or continuation statements, if such Debtor refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by Agent, any amendments thereto, relative to all or any portion of the Trademark Collateral, without the signature of such Debtor where permitted by law; and

(iii) hereby authorizes Agent in its sole discretion to file this Agreement at the PTO or any similar agency in any other U.S. jurisdictions or in any other jurisdiction;

(e) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and do all other acts and take all other measures which, in such Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain the Trademark Collateral necessary to the conduct of its business and all of such Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(f) take reasonable steps to maintain the confidentiality of, and otherwise protect and enforce its rights in, any Trademark that is necessary in the conduct of such Debtor's business, including, as applicable (i) protecting the secrecy and confidentiality of its confidential information and trade secrets by having and enforcing a policy requiring all current employees, consultants, licensees, vendors and contractors with access to such information to execute appropriate confidentiality agreements; and (ii) taking actions reasonably necessary to ensure that no trade secret falls into the public domain;

(g) not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Trademark Collateral, except as expressly permitted by the Loan Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Trademark Collateral of any Debtor, except for Permitted Liens, it being acknowledged that the inclusion of Proceeds in the Trademark Collateral shall not be deemed to constitute Agent's consent to any sale or other disposition of any of the Trademark Collateral except as expressly permitted in this Agreement or the other Loan Documents;

(h) comply with each of the terms and provisions of this Agreement, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of such Debtor under this Agreement without Agent's prior written consent; and

(i) use its best efforts to not permit the inclusion in any contract to which such Debtor becomes a party of any provision that could or might impair or prevent the creation of a security interest in favor of Agent in such Debtor's rights and interest in any property included within the definition of Trademark Collateral acquired under such contracts.

6. Future Rights. If and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of this Agreement shall automatically apply thereto. Each Debtor shall do all things reasonably deemed necessary or advisable by Agent to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, such Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause

such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO or any similar agency in any other U.S. jurisdictions or in any other jurisdiction.

7. Duties of Agent and the Lender Group. Each Debtor acknowledges and agrees that Agent, the other members of the Lender Group and the Bank Product Providers (i) shall not have any duties with respect to any Trademarks of any Debtor, and (ii) shall not have any duty to exercise any of the rights, privileges or powers afforded by this Agreement and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Without limiting the generality of this Section 7, each Debtor acknowledges and agrees that Agent, the other members of the Lender Group and the Bank Product Providers shall not be under any obligation to take any steps necessary to preserve rights in the Trademark Collateral against any other Person, but any member of the Lender Group may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of the Borrowers and shall be chargeable to the Loan Account.

8. Events of Default. The occurrence of any “Event of Default” under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. Upon the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Each Debtor agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to the Code. Each Debtor agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent’s rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of any Debtor in which Agent has a security interest, including Agent’s rights to sell inventory, tooling or packaging which is acquired by any Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent deems necessary or advisable, in the name of any Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event such Debtor shall, at the request of Agent, do any and all reasonable and lawful acts and execute any and all documents required by Agent in aid of such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, such Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that no Debtor may assign this Agreement or any rights or duties hereunder without Agent’s prior written consent and any prohibited assignment shall be absolutely void *ab initio*. No consent to assignment by Agent shall release any Debtor from its Secured Obligations. Agent may assign this Agreement and the other Loan Documents and its rights and duties hereunder and thereunder pursuant to Section 14.1 of the Loan Agreement and, except as expressly required pursuant to Section 14.1 of the Loan Agreement, no consent or approval by any Debtor is required in connection with any such assignment.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.**

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, COUNTY OF NEW YORK, STATE OF NEW YORK, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH DEBTOR HEREBY WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b).

(c) AGENT AND EACH DEBTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH DEBTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

13. Entire Agreement; Amendment. This Agreement, the Loan Agreement and the Guarantor Security Agreement, together with the Schedules hereto and thereto, constitute the entire agreement between the Debtors and the Lender Group and the Bank Product Providers pertaining to the subject matter contained herein. This Agreement may not be altered, amended, or modified, nor may any provision hereof be waived or noncompliance therewith consented to, except by means of a writing executed by each Debtor and Agent, on behalf of the Lender Group and the Bank Product Providers. Any such alteration, amendment, modification, waiver, or consent shall be effective only to the extent specified therein and for the specific purpose for which given. No course of dealing and no delay or waiver of any right or default under this Agreement shall be deemed a waiver of any other, similar or dissimilar, right or default or otherwise prejudice the rights and remedies hereunder. The foregoing notwithstanding, Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

15. Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Agreement. Each Debtor acknowledges that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the repayment in full in cash of the Secured Obligations, including the cash collateralization (in accordance with the terms of the Loan Agreement), expiration, or cancellation of all Secured Obligations, if any, consisting of Letters of Credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and the Trademark Collateral shall be released from the Security Interest created hereby, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Debtors. Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by the Debtors, at the Debtors' expense, as shall be necessary to evidence the termination of the Security Interest granted by the Debtors to Agent for the benefit of the Lender Group and the Bank Product Providers hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

[signature pages follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**DEBTORS:**

**SV HOLDCO, LLC,**  
a Delaware limited liability company

By: Shamrock Capital Growth Fund II, L.P.  
Its Sole Member

By: Shamrock Capital Partners II, L.L.C.  
Its General Partner

By:   
Name: Stephen D. Royer  
Title: Executive Vice President

**TECHNICOLOR CINEMA ADVERTISING, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: David Elliott  
Title: Chief Executive Officer

**SCREENVISION EXHIBITION, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: David Elliott  
Title: President and Chief Executive Officer

**SCREENVISION DIRECT, INC.,**  
a New York corporation

By: \_\_\_\_\_  
Name: David Elliott  
Title: President and Chief Executive Officer

**SCREENVISION BILLBOARD HOLDINGS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: David Elliott  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**DEBTORS:**

**SV HOLDCO, LLC,**  
a Delaware limited liability company

By: Shamrock Capital Growth Fund II, L.P.  
Its Sole Member

By: Shamrock Capital Partners II, L.L.C.  
Its General Partner

By: \_\_\_\_\_  
Name: Stephen D. Royer  
Title: Executive Vice President

**TECHNICOLOR CINEMA ADVERTISING, LLC,**  
a Delaware limited liability company

By: David Elliott  
Name: David Elliott  
Title: Chief Executive Officer

**SCREENVISION EXHIBITION, INC.,**  
a Delaware corporation

By: David Elliott  
Name: David Elliott  
Title: President and Chief Executive Officer

**SCREENVISION DIRECT, INC.,**  
a New York corporation

By: David Elliott  
Name: David Elliott  
Title: President and Chief Executive Officer

**SCREENVISION BILLBOARD HOLDINGS, INC.,**  
a Delaware corporation

By: David Elliott  
Name: David Elliott  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCREENVISION BILLBOARD NETWORK,  
L.L.C., a New York limited liability company**

By: David Elliott  
Name: David Elliott  
Title: President and Chief Executive Officer

**SCREENVISION CINEMA NETWORK LLC,  
a New York limited liability company**

By: David Elliott  
Name: David Elliott  
Title: President and Chief Executive Officer

**SCREENVISION DIRECT HOLDINGS, INC.,  
a Delaware corporation**

By: David Elliott  
Name: David Elliott  
Title: President and Chief Executive Officer

**SCREENVISION EXHIBITION, LLC,  
a Delaware limited liability company**

By: David Elliott  
Name: David Elliott  
Title: President and Chief Executive Officer

**SCREENVISION HOLDINGS, INC.,  
a Delaware corporation**

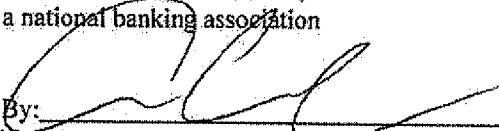
By: David Elliott  
Name: David Elliott  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



AGENT:

CITY NATIONAL BANK,  
a national banking association

By:   
Name: \_\_\_\_\_  
Title: Aaron Cohen  
Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

to the Trademark Security Agreement

**Trademarks**

Screenvision Holdings, Inc. is the owner of the following Trademarks:

COUNTRY	REF. #	FILED	APPL #	REGDT	REG #	STATUS	CLASSES	Trademark
US	274710-000109US	12/19/2007	77/356,260	11/25/2008	3,539,088	Registered	35	“Premium Pod”
Canada	274710-000101CA	08/13/2002	1149761	03/20/2006	TMA660,969	Registered		“Screenvision”
US	274710-000101US	02/22/2002	76/374,280	10/15/2002	2,635,252	Registered	35	“Screenvision”
US	274710-000102US	02/22/2002	76/374,279	04/15/2003	2,706,601	Registered	35	“Screenvision” and design
US	274710-000105US	04/14/2003	78/237,698	06/29/2004	2,857,983	Registered	35	“Screenvision Direct”
US	274710-000106US	01/10/2005	78/544,996	06/06/2006	3,102,169	Registered	41	“The Insiders’ Ball”
US	274710-000110US	03/04/2010	77/966,883	N/A	N/A	Pending	35	“All Access Red Carpet Premiere Series” and design
US	274710-000111US	7/15/2010	85/085,664	N/A	N/A	Pending	35	“CMOR”
US	274710-00011US	7/15/2010	85/085,863	N/A	N/A	Pending	35	Robot Design

Pursuant to that certain Trademark and Domain Name Assignment Agreement dated as of August 2, 2010 by and between Screenvision Holdings (Europe) Ltd and Screenvision Holdings Inc., Screenvision Holdings (Europe) Ltd. transferred to Screenvision Holdings Inc. the following marks:

Trademark	Country	Classes	App. Date	Reg. Date	Reg. #
Screenvision	Australia	35	8/14/2002	8/14/2002	923314
Screenvision	China (People’s Republic of)	35	4/14/2004	4/14/2004	3282565
Screenvision	India	35	9/15/2003	9/15/2003	1236839
Screenvision	Japan	35	8/14/2002	5/16/2003	4672263
Screenvision	Mexico	35	8/19/2002	8/19/2002	777143