

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
Miramax Film NY, LLC		12/22/2010	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Second Lien Collateral Agent		
Street Address:	745 Seventh Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2713215	MIRAMAX	
Registration Number:	2423329	MIRAMAX	
Registration Number:	3552168	MIRAMAX RECORDS	
Registration Number:	2757112	ISLAND OF LOST DREAMS	
Registration Number:	2809645	SPY KIDS	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-701-3283		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	Maureen P Murphy, Legal Assistant		
Address Line 1:	80 Pine St		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		

OP \$140.00 2713215

NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	12/23/2010
Total Attachments: 6 source=2nd Trademark Sec Agt 2010-12-22 (2)#page2.tif source=2nd Trademark Sec Agt 2010-12-22 (2)#page3.tif source=2nd Trademark Sec Agt 2010-12-22 (2)#page4.tif source=2nd Trademark Sec Agt 2010-12-22 (2)#page5.tif source=2nd Trademark Sec Agt 2010-12-22 (2)#page6.tif source=2nd Trademark Sec Agt 2010-12-22 (2)#page7.tif	

**Grant of Second Lien Security Interest
in United States Patents and Trademarks**

December 22, 2010

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Miramax Film NY, LLC, a New York limited liability company (the "Grantor"), hereby grants to BARCLAYS BANK PLC, as Second Lien Collateral Agent (the "Grantee"), a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantor's rights to:

- (i) each United States patent and patent application, including each United States patent and patent application referred to on Schedule A hereto;
- (ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each United States trademark, trademark registration and trademark application referred to in Schedule B hereto; and
- (iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Patent and Trademark Collateral shall not include and no security interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Second Lien Security Agreement among the Grantor, the Grantee and certain other parties dated as of December 22, 2010, as amended, restated, supplemented or otherwise modified from time to time (the "Second Lien Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

This Second Lien Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Second Lien Patent and Trademark Security Agreement.

THIS GRANT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTIONS OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTIONS.

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

MIRAMAX FILM NY, LLC, as Grantor

By: FilmYard Holdings, LLC,
its Managing Member

By: 
Richard Nanula, Interim CEO

Agreed and Accepted:

BARCLAYS BANK PLC,
as Second Lien Collateral Agent,
as Grantee

By: 
Name: **Kevin Cullen**
Title: **Director**

Schedule A to Second Lien Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

None.

Schedule B to Second Lien Patent and Trademark Security Agreement

TRADEMARKS

MARK	CLASS(ES)	COUNTRY	REG. NO.	REG. DATE
MIRAMAX	09, 41	United States	2713215	05/05/03
MIRAMAX	16	United States	2423329	01/23/01
MIRAMAX RECORDS	09	United States	3552168	12/23/08
ISLAND OF LOST DREAMS	41	United States	2757112	08/26/03
SPY KIDS	09	United States	2809645	02/03/04