

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                          |                                  |
|----------------------------------|--|--------------------------|----------------------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |                          |                                  |
| NATURE OF CONVEYANCE:            | Supplement No. 1 to Trademark Security Agreement                                     |                          |                                  |
| <b>CONVEYING PARTY DATA</b>      |  |                          |                                  |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>    | <b>Entity Type</b>               |
| MRC II Distribution Company L.P. |  | 01/11/2011               | LIMITED<br>PARTNERSHIP: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                          |                                  |
| <b>Name:</b>                     | JPMorgan Chase Bank, N.A., as administrative agent and issuing bank                  |                          |                                  |
| <b>Street Address:</b>           | 1999 Avenue of the Stars, 27th Floor   |                          |                                  |
| <b>City:</b>                     | Los Angeles  |                          |                                  |
| <b>State/Country:</b>            | CALIFORNIA   |                          |                                  |
| <b>Postal Code:</b>              | 90067  |                          |                                  |
| <b>Entity Type:</b>              | National Association: United States: UNITED STATES                                   |                          |                                  |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                          |                                  |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>         |                                  |
| Registration Number:             | 3768423  | MRC MEDIA RIGHTS CAPITAL |                                  |
| Serial Number:                   | 85009848   | THE LIFE & TIMES OF TIM  |                                  |
| Serial Number:                   | 85008923   | THE RICKY GERVAIS SHOW   |                                  |
| Serial Number:                   | 85009613   | SHAQ VS                  |                                  |
| <b>CORRESPONDENCE DATA</b>       |  |                          |                                  |
| Fax Number:                      | (202)739-3001  |                          |                                  |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                          |                                  |
| Phone:                           | 202-739-5652   |                          |                                  |
| Email:                           | chowell@morganlewis.com  |                          |                                  |
| Correspondent Name:              | Catherine R. Howell, Senior Paralegal  |                          |                                  |
| Address Line 1:                  | 1111 Pennsylvania Ave., N.W.; Attn: TMSU   |                          |                                  |
| Address Line 4:                  | Washington, DISTRICT OF COLUMBIA 20004   |                          |                                  |
| ATTORNEY DOCKET NUMBER:          | 066397-0392  |                          |                                  |
| NAME OF SUBMITTER:               | Catherine R. Howell, Senior Paralegal  |                          |                                  |

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**TRADEMARK**

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|---|-----------------------|
| Signature:  | /Catherine R. Howell/ |
| Date:   | 01/19/2011            |
| Total Attachments: 7<br>source=mrc supplement#page1.tif<br>source=mrc supplement#page2.tif<br>source=mrc supplement#page3.tif<br>source=mrc supplement#page4.tif<br>source=mrc supplement#page5.tif<br>source=mrc supplement#page6.tif<br>source=mrc supplement#page7.tif |                       |

SUPPLEMENT NO. 1  
TO THE TRADEMARK SECURITY AGREEMENT  
DATED AS OF SEPTEMBER 19, 2008

WHEREAS, pursuant to the terms of that certain Credit, Security, Guaranty and Pledge Agreement, dated as of September 19, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among MRC II Distribution Company L.P., a Delaware limited partnership (the "Borrower"), the Guarantors referred to therein (the Borrower and the Guarantors being collectively referred to as the "Pledgors", and each individually as "Pledgor"), Media Rights Capital II, L.P., a Delaware limited partnership, as sponsor, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders (the "Administrative Agent") and as Issuing Bank, the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrower;

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of September 19, 2008 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each of the Pledgors has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing 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 Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement;

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement and Schedule B to the Trademark Security Agreement does not reflect all Trademarks licenses acquired by the Pledgors since the date of execution of the Trademark Security Agreement;

THEREFORE,

A. Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in and to all of such Pledgor's right, title and interest in and to each

and every Trademark added to Schedule A to the Trademark Security Agreement and each and every Trademark license added to Schedule B to the Trademark Security Agreement, pursuant to paragraph B below, 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 Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A and Schedule B thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the schedule 1 hereto hereby replace those set forth on Schedule A to the Trademark Security Agreement and the Trademarks listed on schedule 2 hereto hereby replace those set forth on Schedule B to the Trademark Security Agreement:

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

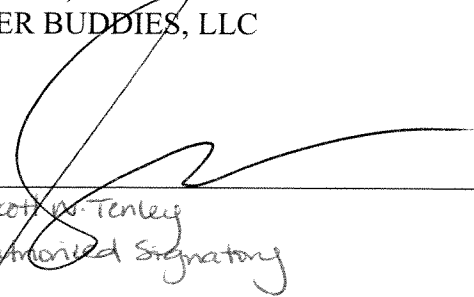
Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

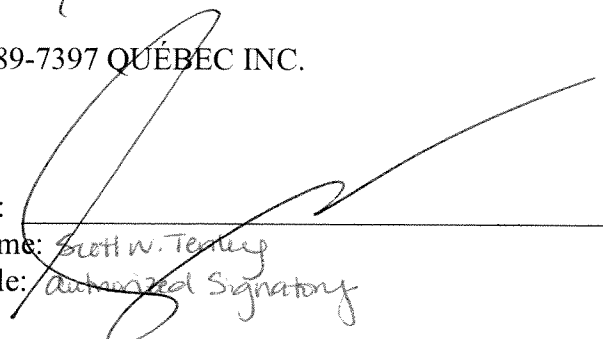
[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of January [11], 2011.

MRC II DISTRIBUTION COMPANY L.P.  
CAVALCADE PRODUCTIONS, LLC  
COLD STREAM PRODUCTIONS, LLC  
GOODE FAMILY PRODUCTIONS, LLC  
KROD MANDOOON PRODUCTIONS LLC  
LIBERTYVILLE PRODUCTIONS, LLC  
MRC II CAPITAL COMPANY, L.P.  
MRC II HOLDINGS L.P.  
NTT PRODUCTIONS, LLC  
OAKTREE ENTERTAINMENT, INC.  
OUTNUMBERED PRODUCTIONS, LLC  
RITA ROCKS PRODUCTIONS, LLC  
SLEUTH US PRODUCTIONS, LLC  
SUB-PRIME PRODUCTIONS, LLC  
SURVIVING SUBURBIA, LLC  
TIM'S LIFE PRODUCTIONS, LLC  
TRUTH PRODUCTIONS, LLC  
VALENTINE'S DAY PRODUCTIONS, LLC  
HUNDREDS OF HATS, INC.  
HUNDREDS OF HATS, LLC  
666 PRODUCTIONS INC.  
666 PRODUCTIONS, LLC  
RGS PRODUCTIONS, LLC  
MAJOR TAN, LLC  
THUNDER BUDDIES, LLC

By:   
Name: Scott W. Tenley  
Title: Authorized Signatory

9189-7397 QUÉBEC INC.

By:   
Name: Scott W. Tenley  
Title: Authorized Signatory

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent and Issuing Bank

By:   
Name: **Kin W. Cheng**  
Title: **Vice President**

State of California )  
County of Los Angeles )

On Jan. 11, 2011 before me, Denise Mankewitz, a notary public in and for the State of California  
DATE NAME

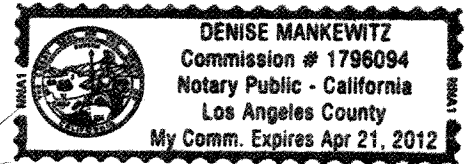
personally appeared Scott Willett Tenley,  
NAME(S) OF SIGNER(S)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



**SCHEDULE 1**

**TRADEMARKS**

A. Trademark Registrations of any Credit Party

| <u>Trademark</u>                     | <u>Registrant</u>                | <u>Jurisdiction:</u><br><u>Registration No.</u>  | <u>Registration Date &amp;</u><br><u>Status</u>             |
|--------------------------------------|----------------------------------|--|---|
| MRC Media Rights Capital             | Borrower                         | United States<br>Registration No.<br>3,768,423   | Registered March 30,<br>2010<br>Mark published<br>6/20/2008 |
| THE LIFE & TIMES OF TIM (and design) | MRC II Distribution Company L.P. | United States<br>Application Number:<br>85009848 | April 8, 2010 /<br>Pending                                  |
| THE RICKY GERVAIS SHOW (and design)  | MRC II Distribution Company L.P. | United States<br>Application Number:<br>85008923 | April 8, 2010 /<br>Pending                                  |
| SHAQ VS (and design)                 | MRC II Distribution Company L.P. | United States<br>Application Number:<br>85009613 | April 8, 2010 /<br>Pending                                  |

B. Trademark Applications of any Credit Party

| <u>Trademark</u> | <u>Applicant</u> | <u>Jurisdiction:</u><br><u>Application No.</u> | <u>Application Date &amp;</u><br><u>Status</u> |
|------------------|------------------|--|--|
|                  |                  |  |  |



**SCHEDULE 2**

**TRADEMARK LICENSES**

| <u>Trademark(s)</u>  | <u>Agreement</u>  |
|--|---|
| The Night Chronicles   | Agreement dated as of April 18, 2008, between Borrower and Blinding Edge Pictures, Inc. for the services of M. Night Shyamalan.   |
| Pilgrim Films and Television, Inc.   | Agreement dated as of June 13, 2008, between Borrower and Pilgrim Films and Television, Inc.  |
| Burger King Corporation trademarks, service marks and logos provided by Burger King Corporation to Borrower  | BKC Terms and Conditions executed by Borrower dated as of April 28, 2008, together with Insertion Order executed by Borrower and Burger King Corporation, dated as of April 29, 2008. |
| Trademarks and service marks used by The CW Network, LLC (the "CW"), including, without limitation, the mark "The CW", as well as logos and other artwork used by the CW to depict such mark in connection with Borrower's television production activities and advertising related thereto. | Memorandum of Understanding dated as of April 30, 2008, between the CW Network, LLC and Borrower, as amended by Amendment Letter dated as of September 10, 2008.                      |