

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Encompass Digital Media, Inc.		03/31/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC.		
<b>Street Address:</b>	2951 28TH STREET		
<b>Internal Address:</b>	SUITE 1000		
<b>City:</b>	SANTA MONICA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85225361	CENTRALCASTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)629-5063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-892-4653		
<b>Email:</b>	bharris@milbank.com		
<b>Correspondent Name:</b>	Benjamin Harris c/o Milbank Tweed		
<b>Address Line 1:</b>	601 S. Figueroa St.		
<b>Address Line 2:</b>	30th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	37773.07900		
<b>NAME OF SUBMITTER:</b>	Benjamin Harris		
<b>Signature:</b>	/Benjamin Harris/		

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**TRADEMARK**  
**REEL: 004513 FRAME: 0543**

Date:

04/01/2011

**Total Attachments: 4**

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

(SUPPLEMENTAL FILING NO. 1)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN) (SUPPLEMENTAL FILING NO. 1), dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “First Supplemental Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Obsidian Agency Services, Inc., as Administrative Agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Encompass Digital Media, Inc., a Delaware corporation (the “Borrower”), and Encompass Digital Media Group, Inc., a Delaware corporation, have entered into that certain Amended and Restated Second Lien Credit Agreement, dated as of February 28, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the lenders from time to time party thereto and the Administrative Agent;

WHEREAS, it is a condition precedent to the amendment and restatement of the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Second Lien Guarantee and Collateral Agreement, dated as of February 28, 2011, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Trademark Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) (i) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1

hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademark Collateral"); provided, however, that the Trademark Collateral shall not include any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would void said application or impair the validity or enforceability of any registration issuing therefrom; and

(b) any and all proceeds of the foregoing.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This First Supplemental Trademark Security Agreement may be executed by one or more of the parties to this First Supplemental Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this First Supplemental Trademark Security Agreement by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 5. Governing Law. This First Supplemental Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

SECTION 6. Conflict Provision. This First Supplemental Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Supplemental Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this First Supplemental Trademark Security Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

ENCOMPASS DIGITAL MEDIA, INC.

By:   
Name: Brian Stewart  
Title: Chief Financial Officer

**REGISTERED TRADEMARK APPLICATION:**

<u>RECORD APPLICANT</u>	<u>SERIAL NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Encompass Digital Media, Inc.	85/225361	USA	CENTRALCASTING