

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest-Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHI Entertainment, LLC		04/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290 (Attn: Joshua James)		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	Federal Savings Bank: United States: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77453139	THIS IS AN RHI MOMENT	
Serial Number:	77453172	THIS IS AN RHI MOMENT	
Serial Number:	78805714	RHI ENTERTAINMENT	
Serial Number:	78805824	RHI ENTERTAINMENT	
Serial Number:	78806219	RHI ENTERTAINMENT	
Serial Number:	78806360	RHI ENTERTAINMENT	
CORRESPONDENCE DATA			
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 2:	Morgan, Lewis & Bockius LLP		

CH \$165.00 77453139

900190270

TRADEMARK  
 REEL: 004528 FRAME: 0966

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004	
ATTORNEY DOCKET NUMBER:	066397-RHI
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	04/26/2011
<p><b>Total Attachments: 11</b></p> <p>source=rhi april second lien trademarks#page1.tif  source=rhi april second lien trademarks#page2.tif  source=rhi april second lien trademarks#page3.tif  source=rhi april second lien trademarks#page4.tif  source=rhi april second lien trademarks#page5.tif  source=rhi april second lien trademarks#page6.tif  source=rhi april second lien trademarks#page7.tif  source=rhi april second lien trademarks#page8.tif  source=rhi april second lien trademarks#page9.tif  source=rhi april second lien trademarks#page10.tif  source=rhi april second lien trademarks#page11.tif</p>	

THE SECURITY INTERESTS EVIDENCED BY THIS TRADEMARK SECURITY AGREEMENT ARE SUBORDINATED TO OTHER SECURITY INTERESTS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, AND ARE OTHERWISE SUBJECT TO THE TERMS OF, THE INTERCREDITOR AGREEMENT DATED AS OF APRIL 1, 2011, BY AND AMONG RHI ENTERTAINMENT, LLC, THE GUARANTORS REFERRED TO THEREIN, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT UNDER THE CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT (FIRST LIEN) DATED AS OF APRIL 1, 2011, WILMINGTON TRUST FSB, AS ADMINISTRATIVE AGENT UNDER THE CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT (SECOND LIEN) DATED AS OF APRIL 1, 2011 AND JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT UNDER THE SECOND AMENDED AND RESTATED CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT (THIRD LIEN) DATED AS OF APRIL 1, 2011.

TRADEMARK SECURITY AGREEMENT – “SECOND LIEN FACILITY”

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

WHEREAS, RHI Entertainment, LLC, a Delaware limited liability company (the “Borrower”) and the Guarantors referred to in the Second Lien Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the “Pledgors”, and individually as a “Pledgor”), now own or hold 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 (other than any “intent to use” trademark or service mark applications for which a statement of use has not been filed), 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, Security, Guaranty and Pledge Agreement (Second Lien), dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Second Lien Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Second Lien Credit Agreement), among the Pledgors, the Lenders referred to therein (the “Lenders”) and Wilmington Trust FSB, as administrative agent

for the Lenders (in such capacity, the “Administrative Agent”), the Lenders have agreed to make available to the Borrower the second lien term loan facility contemplated therein;

WHEREAS, pursuant to the terms of the Second Lien Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to substantially all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in and to all of the Pledgors’ Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), 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, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations pursuant to the Second Lien Credit Agreement, a continuing security interest in and to all of the Pledgors’ right, title and interest in and to 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 Pledgors:

(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, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent the grant of a Lien in such Trademark license would not (subject to limitations set forth under the Second Lien Credit Agreement with respect to the aggregate receivables relating thereto) constitute or result in a breach, termination or default thereunder or otherwise be prohibited under Applicable Law; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors 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 Pledgors agree to deliver updated copies of Schedule A and Schedule B in accordance with the terms of the Second Lien Credit Agreement to the Administrative Agent

within sixty (60) days after any Pledgor acquires any material U.S. or foreign trademark, service mark, trade name or service name 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 Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative 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 Administrative Agent, to carry out the provisions and purposes of the Second Lien Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself and the Lenders) granted pursuant to the Second Lien Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof; provided, that registration shall only be required for foreign trademarks, services marks, trade names or service names upon the reasonable request of the Administrative Agent after consultation with the Borrower if, in the reasonable judgment of the Administrative Agent, such foreign registration is necessary in order to perfect its security interest in the related distribution rights, to protect the Administrative Agent or a Pledgor against a claim by a third Person or to protect the Administrative Agent's or a Pledgor's rights vis-à-vis third Persons.

Subject to the Intercreditor Agreement, if an Event of Default occurs and is continuing, the Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any act(s) which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative 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. Subject to the Intercreditor Agreement, the Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to reasonably assist the Administrative Agent with any reasonable steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Second Lien Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative 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 Second Lien 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. At such time as all Commitments under the Second Lien Credit Agreement have terminated and all Obligations have been paid indefeasibly in full and performed, the Administrative Agent (on behalf of itself and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary to terminate the security interest of the Administrative 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 Administrative Agent pursuant to the terms hereof or of the Second Lien Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Second Lien Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Second Lien Credit Agreement and the other Fundamental Documents.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the each Pledgor has caused this Trademark Security Agreement to be duly executed as of April 1, 2011.

RHI ENTERTAINMENT, LLC

By 

Name: Henry Hoberman

Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT, INC.

By 

Name: Henry Hoberman

Title: Executive Vice President, General Counsel and Secretary

RHIE HOLDINGS INC.

By 

Name: Henry Hoberman

Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT HOLDINGS II, LLC

By 

Name: Henry Hoberman

Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By 

Name: Michael Scarpelli

Title: Executive Vice President and Treasurer

RHI ENTERTAINMENT PRODUCTIONS, LLC

By 

Name: Henry Hoberman

Title: Executive Vice President, General  
Counsel and Secretary

RHI INTERNATIONAL DISTRIBUTION INC.

By 

Name: Michael Scarpelli

Title: Executive Vice President and Treasurer

LIBRARY STORAGE, INC.

By 

Name: Michael Scarpelli

Title: President and Secretary

RHI ENTERTAINMENT LTD

By 

Name: Peter von Gal

Title:



Accepted:

WILMINGTON TRUST FSB,  
as Administrative Agent

By:   
Name: **Josh James**  
Title: **Officer**

Trademark Security Agreement (Second Lien)

**TRADEMARK**  
**REEL: 004528 FRAME: 0974**

Schedule B  
to Trademark Security Agreement

TRADEMARK LICENSES

Exhibit E to Second Lien Credit Agreement

Schedule A  
to Trademark Security Agreement

TRADEMARKS

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
UNITED STATES	RHI ENTERTAINMENT, LLC	77/453139, 77/453172	N/A	Filed 4/21/2008	THIS IS AN RHI MOMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805714	3,843,184	Filed 8/27/2007, Registered 8/31/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805824	3,851,741	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806219	3,851,742	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT & Design
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806360	3,849,002	Filed 8/27/2007, Registered 9/14/2010	RHI ENTERTAINMENT & Design
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009352, A0009353, A0009354, A0009355, A0009356, A0009357, A0009358, A0009359	N/A		RHI ENTERTAINMENT

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/ REGISTRATION DATE	TRADEMARK
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009379, A0009380, A0009382, A0009383, A0009384, A0009385, A0009386, A0009388	N/A	Filed 8/27/2007	RHI ENTERTAINMENT & Design
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009348	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009349	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE & Design

Schedule B  
to Trademark Security Agreement

TRADEMARK LICENSES