

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 2 To The Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lions Gate Entertainment Inc.		05/06/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, the Collateral Agent		
Street Address:	633 West Fifth Street		
Internal Address:	24th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77916883	MADMEN	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	510,692-42		
NAME OF SUBMITTER:	Shari L. Gordon		
Signature:	/Shari L. Gordon/		

900191330

TRADEMARK
REEL: 004537 FRAME: 0127

CH \$40.00 77916883

Date:

05/09/2011

Total Attachments: 17

source=Lions Gate Trademark Suppl_2#page1.tif
source=Lions Gate Trademark Suppl_2#page2.tif
source=Lions Gate Trademark Suppl_2#page3.tif
source=Lions Gate Trademark Suppl_2#page4.tif
source=Lions Gate Trademark Suppl_2#page5.tif
source=Lions Gate Trademark Suppl_2#page6.tif
source=Lions Gate Trademark Suppl_2#page7.tif
source=Lions Gate Trademark Suppl_2#page8.tif
source=Lions Gate Trademark Suppl_2#page9.tif
source=Lions Gate Trademark Suppl_2#page10.tif
source=Lions Gate Trademark Suppl_2#page11.tif
source=Lions Gate Trademark Suppl_2#page12.tif
source=Lions Gate Trademark Suppl_2#page13.tif
source=Lions Gate Trademark Suppl_2#page14.tif
source=Lions Gate Trademark Suppl_2#page15.tif
source=Lions Gate Trademark Suppl_2#page16.tif
source=Lions Gate Trademark Suppl_2#page17.tif

SUPPLEMENT NO. 2 TO THE TRADEMARK SECURITY AGREEMENT

WHEREAS, pursuant to the Indenture dated as of October 21, 2009 (as it may be amended or modified from time to time, the "Indenture"), Lions Gate Entertainment Inc. (the "Company") has issued its 10.25% Senior Secured Second-Priority Notes due 2016 (the "Notes"), and U.S. Bank National Association (the "Collateral Agent") has been appointed as the collateral agent for the holders of the Notes (the "Holders");

WHEREAS, pursuant to the terms of the Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement"), dated as of October 21, 2009, among the Company, the other Grantors listed on the signature page thereof, and the Collateral Agent, each of the Grantors has granted to the Collateral Agent for the benefit of itself, the Holders and U.S. Bank National Association, in its capacity as trustee (collectively with the Collateral Agent and the Holders, the "Secured Parties"), a security interest in and to all personal property of the Grantors to secure the payment and performance of the Secured Obligations;

WHEREAS, each of the Grantors is a party to a Trademark Security Agreement dated as of October 21, 2009 (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 Grantors has granted to the Collateral Agent (for the benefit of the Secured Parties), as security for the Secured Obligations, a continuing security interest in and to all right, title and interest of the Grantors in, to and under all of the Grantors' Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantors, 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 Secured Obligations;

WHEREAS, the Grantors 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 Grantors 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 Grantors since the date of execution of the Trademark Security Agreement;

THEREFORE,

A. Each of the Grantors does hereby grant to the Collateral Agent (for the benefit of the Secured Parties), as security for the Secured Obligations, a continuing security interest in and to all of such Grantor'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 Secured 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 Grantor has granted a continuing security interest to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the terms of the Trademark Security Agreement and the Security Agreement.

The Trademarks listed on the Schedule 1 hereto are hereby added to Schedule A to the Trademark Security Agreement and the Trademark licenses listed on Schedule 2 hereto are hereby added to 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 Grantors.


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 Collateral 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 Grantor 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 Grantor and heretofore filed in any state or county in the United States of America or elsewhere.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the Grantors has caused this Supplement No. 2 to the Trademark Security Agreement to be duly executed as of May 6, 2011.

LIONS GATE ENTERTAINMENT INC.

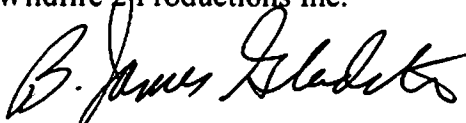
By 
Name: B. JAMES GLASPONG
Title: EMP BUSINESS/LEGAL

GRANTORS:

100 Plus Productions, Inc.
ABX Productions, Inc.
All About Us Productions Inc.
Arima, Inc.
Artisan Entertainment Inc.
Artisan Filmed Productions Inc.
Artisan Home Entertainment Inc.
Artisan Pictures Inc.
Artisan Releasing Inc.
Backseat Productions, LLC
Baster Production, LLC
BD Optical Media, Inc.
BHF Productions, Inc.
Blue Mountain State Productions Corp.
Blair Witch Films, LLC
Boss Kane Productions, Inc.
Burrowers Productions, Inc.
Countryman Productions, LLC
Crash 2 Television Productions, Inc.
Cupid Productions, Inc.
Dancing Elk Productions, LLC
DD2 Acquisition Corp.
Dead Zone Production Corp.
Debmar/Mercury, LLC
Debmar/Mercury (WW) Productions LLC
Debmar Studios, Inc.
Delish Projects, LLC
Delish Television Development, LLC
DJM Services, Inc.

Dodge Productions LLC
Dresden Files Productions Corp.
Dresden Files Productions I Corp.
Fear Itself Productions Corp.
Film Holdings Co.
Five Days Productions Corp.
GC Films, Inc.
GC Short Films, Inc.
Good Evel Productions, Inc.
Grindstone Entertainment Group, LLC
Heart Frank, Inc.
Higher Post LLC
Horsemen Productions, LLC
Invisible Casting Inc.
IWC Productions LLC
JV1 Delish, LLC
Kill Pit Productions Inc.
Landscape Entertainment Corp.
LG Horror Channel Holdings, LLC
LG Pictures Inc.
Lions Gate Entertainment Corp
Lions Gate Entertainment Inc.
Lions Gate Films Inc.
Lions Gate Films Productions Corp.
/Productions Films Lions Gate S.A.R.F
Lions Gate India Inc.
Lions Gate International Sales, LLC
Lions Gate Mandate Financing Vehicle Inc.
Lions Gate Music Corp.
Lions Gate Music, Inc.
Lions Gate Music Publishing LLC
Lions Gate Online Shop Inc.
Lions Gate Pennsylvania, Inc.
Lions Gate Records, Inc.
Lions Gate Spirit Holdings, LLC
Lions Gate Television Development LLC
Lions Gate Television Inc.
Lions Gate X Productions, LLC
LOL Productions, LLC
Lucky 7 Productions Corp.
Ludus Productions, Inc.
Mandate Pictures, LLC
Mandate Films, LLC

Manifest Entertainment, LLC
Mercury Productions, LLC
Mother Productions Corp.
Next Production Inc.
NGC Films, Inc.
Nurse Productions, Inc.
Pearl River Holdings Corp.
Peeples Productions, Inc.
Pgh Productions, Inc.
Planetary Productions, LLC
Playlist, LLC
Power Mongering Despot, Inc.
Production Management Inc.
Profiler Productions Corp.
Psycho Productions Services Corp.
PWG Productions, Inc.
PX1 Productions Corp.
PXI Productions, Inc.
R & B Productions, Inc.
Rabbit Productions, Inc.
Screening Room, Inc.
Silent Development Corp.
Skillpa Productions, LLC
Special Ops Productions, Inc.
SS3 Productions, Inc.
Sweat Productions, Inc.
Talk Productions Corp.
Ted Productions, Inc.
Terrestrial Productions Corp.
Tiny Horse Productions, Inc.
Touch Productions Corp.
U.R.O.K. Productions, Inc.
Verdict Productions, Inc.
Vestron Inc.
Weeds Productions Inc.
Wilde Kingdom Productions Corp.
Wildfire Productions Inc.
Wildfire 2 Productions Inc.

By: 
Name: B. JAMES GLADSTONE
Title: EVP BUSINESS/LEGAL

Schedule 1
TRADEMARKS

Trademark List (by Country)

Country: Canada

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
SAW	LIONS040		ORD	1456705 26-Oct-2009		Pending

Class(es): 0 Multi-class

Owner: Lions Gate Entertainment Inc.

Client: Lions Gate Entertainment Inc.

Agent: Smart & Biggar

Category:

Attorneys: TWB KDH

Client Reference:

Agent Reference:

Source:

Country: European Community

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
SAW	LIONS039		ORD	8624322 19-Oct-2009	8624322 26-Apr-2010	Registered 19-Oct-2019
<p><u>Class(es):</u> 09 Int. <u>Owner:</u> Lions Gate Entertainment Inc. <u>Attorneys:</u> TWB KDH <u>Client:</u> Lions Gate Entertainment Inc. <u>Client Reference:</u> <u>Agent:</u> Rouse & Co. International <u>Agent Reference:</u> <u>Category:</u> <u>Source:</u></p>						
MAD MEN	LIONS046		ORD	9592999 13-Dec-2010		Published
<p><u>Class(es):</u> 0 Multi-class <u>Owner:</u> Lions Gate Entertainment Inc. <u>Attorneys:</u> TWB KDH BH <u>Client:</u> Lions Gate Entertainment Inc. <u>Client Reference:</u> <u>Agent:</u> Keltie <u>Agent Reference:</u> <u>Category:</u> <u>Source:</u></p>						
MADMEN stylized	LIONS046		ORD	9593112 13-Dec-2010		Published
<p><u>Class(es):</u> 0 Multi-class <u>Owner:</u> Lions Gate Entertainment Inc. <u>Attorneys:</u> TWB KDH BH <u>Client:</u> Lions Gate Entertainment Inc. <u>Client Reference:</u> <u>Agent:</u> Keltie <u>Agent Reference:</u> <u>Category:</u> <u>Source:</u></p>						
MADMEN and man design	LIONS047		ORD	9593211 13-Dec-2010		Published
<p><u>Class(es):</u> 0 Multi-class <u>Owner:</u> Lions Gate Entertainment Inc. <u>Attorneys:</u> TWB BH <u>Client:</u> Lions Gate Entertainment Inc. <u>Client Reference:</u> <u>Agent:</u> Keltie <u>Agent Reference:</u> <u>Category:</u> <u>Source:</u></p>						
Mad men - Man only design	LIONS048		ORD	9593468 13-Dec-2010		Published
<p><u>Class(es):</u> 0 Multi-class <u>Owner:</u> Lions Gate Entertainment Inc. <u>Attorneys:</u> TWB BH <u>Client:</u> Lions Gate Entertainment Inc. <u>Client Reference:</u> <u>Agent:</u> Keltie <u>Agent Reference:</u> <u>Category:</u> <u>Source:</u></p>						

Country: Hong Kong

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
SAW	LIONS036		ORD	301449405 14-Oct-2009	301449405 14-Oct-2009	Registered 13-Oct-2019

Class(es): 0 Multi-class

Owner: Lions Gate Entertainment Inc.

Client: Lions Gate Entertainment Inc.

Agent: FAIRBAIRN CATLEY LOW & KONG

Category:

Attorneys: TWB KDH

Client Reference:

Agent Reference:

Source:

Country: Japan

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
SAW	LIONS037		ORD	2009-78892 16-Oct-2009	5361035 15-Oct-2010	Registered 15-Oct-2020

Class(es): 0 Multi-class

Owner: Lions Gate Entertainment Inc.

Client: Lions Gate Entertainment Inc.

Agent: Kyowa Patent and Law Office

Category:

Attorneys: TWB KDH

Client Reference:

Agent Reference: 180817 T/KY/TL

Source:

Trademark List (by Country)

Country: Korea, Republic of

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
SAW	LIONS038		ORD	45-2009-0003791 16-Oct-2009		Pending

Class(es): 0 Multi-class

Owner: Lions Gate Entertainment Inc.

Client: Lions Gate Entertainment Inc.

Agent: Phoenix International

Category:

Attorneys: TWB KDH

Client Reference:

Agent Reference:

Source:

Country: Singapore

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
SAW	LIONS041		ORD	T0912107G 16-Oct-2009	16-Oct-2009	Registered 16-Oct-2019

Class(es): 0 Multi-class

Owner: Lions Gate Entertainment Inc.

Client: Lions Gate Entertainment Inc.

Agent: hslegal LLP (formerly Haq & Salvem)

Category:

Attorneys: TWB KDH

Client Reference:

Agent Reference:

Source:

Country: Turkey

<u>Trademark</u>	<u>Case Number:</u> <u>Country</u>	<u>Sub</u> <u>Case</u>	<u>Case</u> <u>Type</u>	<u>Application No.</u> <u>Filing Date</u>	<u>Registration No.</u> <u>Registration Date</u>	<u>Status</u> <u>Next Renewal</u>
SAW	LIONS035		ORD	2009/55075 19-Oct-2009		Published

Class(es): 0 Multi-classOwner: Lions Gate Entertainment Inc.Client: Lions Gate Entertainment Inc.Agent: GRUP OFISCategory:Attorneys: TWB KDHClient Reference:Agent Reference:Source:

Country: United States of America

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
MADMEN (stylized and/or with design)	ARTISAN659		ORD	77916883 21-Jan-2010		Published

Class(es): 14 Int., 16 Int., 25 Int., 28 Int.Owner: Lions Gate Television, Inc.Client: LIONS GATE ENTERTAINMENT INC.Agent:Category:Attorneys: TWB BHClient Reference: 72461.00002Agent Reference:Source:

Schedule 2

None.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
) ss.
)

On May 6, 2011 before me, Kia Teresa Kuretski, Notary Public, personally appeared B James Gladstone, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

