

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement No. 1 To The Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lions Gate Entertainment Inc.		09/21/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, the Collateral Agent		
<b>Street Address:</b>	633 West Fifth Street		
<b>Internal Address:</b>	24th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3806218	SAW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(213) 430-8308		
<b>Email:</b>	sgordon@omm.com		
<b>Correspondent Name:</b>	Shari L. Gordon		
<b>Address Line 1:</b>	400 S. Hope Street		
<b>Address Line 2:</b>	18th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-2899		
<b>ATTORNEY DOCKET NUMBER:</b>	510,692-42		
<b>NAME OF SUBMITTER:</b>	Shari L. Gordon		
<b>Signature:</b>	/Shari L. Gordon/		

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**TRADEMARK**  
 REEL: 004537 FRAME: 0146

Date:

05/09/2011

**Total Attachments: 10**

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SUPPLEMENT NO. 1 TO THE TRADEMARK SECURITY AGREEMENT  
DATED AS OF October 21, 2009

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. 1 to the Trademark Security Agreement to be duly executed as of September 21, 2010.

LIONS GATE ENTERTAINMENT, INC.

By   
Name:  
Title:

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 PRODUCTIONS, LLC  
BD OPTICAL MEDIA, INC.  
BLAIR WITCH FILMS, LLC  
BLUE MOUNTAIN STATE PRODUCTIONS CORP.  
BURROWERS PRODUCTIONS, INC.  
CRASH 2 TELEVISION PRODUCTIONS, INC.  
CRASH TELEVISION PRODUCTIONS, INC.  
COUNTRYMAN PRODUCTIONS, LLC  
CUPID PRODUCTIONS, INC.  
DANCING ELK PRODUCTIONS, LLC  
DEAD ZONE PRODUCTION CORP.  
DEBMAR STUDIOS, INC.  
DEBMAR/MERCURY (WW) PRODUCTIONS LLC  
DEBMAR/MERCURY, LLC  
DELISH PROJECTS, LLC  
DELISH TELEVISION DEVELOPMENT, LLC  
DJM SERVICES, INC.  
DRESDEN FILES PRODUCTIONS CORP.  
DRESDEN FILES PRODUCTIONS I CORP.  
FEAR ITSELF PRODUCTIONS CORP.  
FILM HOLDINGS CO.  
FIVE DAYS PRODUCTION CORP.  
GC FILMS, INC.

GC SHORT FILMS, INC.  
GOOD EVEL PRODUCTIONS, INC.  
HEART FRANK, INC.  
HIGHER POST LLC  
HORSEMEN PRODUCTIONS, LLC  
INVISIBLE CASTING INC.  
IWC PRODUCTIONS, LLC  
JVI DELISH, LLC  
KILL PIT PRODUCTIONS INC.  
LANDSCAPE ENTERTAINMENT CORP.  
LG HORROR CHANNEL HOLDINGS, LLC  
LG PICTURES INC.  
LIONS GATE ENTERTAINMENT CORP.  
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 PUBLISHING LLC  
LIONS GATE MUSIC, INC.  
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.  
MANDATE FILMS, LLC  
MANDATE PICTURES LLC  
MOTHER PRODUCTIONS CORP.  
MQP, LLC  
NEXT PRODUCTION, INC.  
NGC FILMS, INC.  
NURSE PRODUCTIONS, INC.  
PEARL RIVER HOLDINGS CORP.  
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.  
R & B PRODUCTIONS, INC  
SCREENING ROOM, INC.  
SILENT DEVELOPMENT CORP.  
SKILLPA PRODUCTIONS, LLC

**TRADEMARK**

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SS3 PRODUCTIONS, INC.  
TALK PRODUCTIONS CORP.  
TED PRODUCTIONS, INC.  
TERRESTRIAL PRODUCTIONS CORP.  
TOUCH PRODUCTIONS CORP.  
U.R.O.K. PRODUCTIONS, INC.  
VERDICT PRODUCTIONS, INC.  
VESTRON INC.  
WEEDS PRODUCTIONS INC.  
WILDE KINGDOM PRODUCTIONS CORP.  
WILDFIRE 2 PRODUCTIONS INC.  
WILDFIRE 3 PRODUCTIONS INC.  
WILDFIRE 4 PRODUCTIONS INC.  
WILDFIRE PRODUCTIONS INC.

By:

Name:

Title:



**Schedule 1**

**See attached.**



## TRADEMARKS

Description of Trademark	Owner/ Registrant	Registration or Application Number	Registration or Application Date	Jurisdiction of Registration or Application
Saw (Trademark)	Lionsgate Entertainment, Inc.	3,806,218	June 22, 2010	U.S.

**Schedule 2**

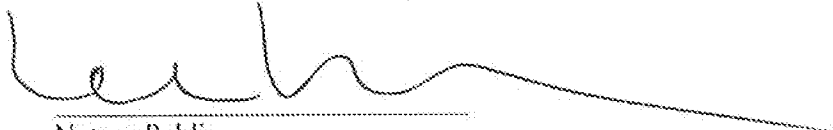
n/a

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On September 22, 2010 before me, Lee Langdon, Notary Public, personally appeared B. James Catston, 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.

  
Notary Public

