

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MRC II Distribution Company L.P.		05/02/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent and issuing bank		
Street Address:	1999 Avenue of the Stars, 27th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85009848	THE LIFE & TIMES OF TIM	
Serial Number:	85008923	THE RICKY GERVAIS SHOW	
Serial Number:	85009613	SHAQ VS	
Serial Number:	85296961	HOUSE OF CARDS	
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		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-0392		

CH \$115.00 85009848

900191573

**TRADEMARK
 REEL: 004538 FRAME: 0855**

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	05/11/2011
Total Attachments: 7 source=mrctsupp2#page1.tif source=mrctsupp2#page2.tif source=mrctsupp2#page3.tif source=mrctsupp2#page4.tif source=mrctsupp2#page5.tif source=mrctsupp2#page6.tif source=mrctsupp2#page7.tif	

SUPPLEMENT NO. 2
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 amended by Supplement No. 1 to the Trademark Security Agreement dated as of January 11, 2011 (as the same may be further 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.

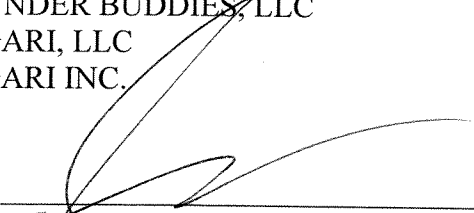
Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

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.

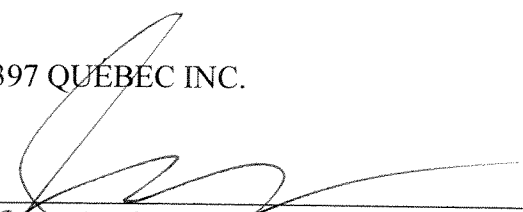
[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 2 to the Trademark Security Agreement to be duly executed as of May 2, 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
ASGARI, LLC
ASGARI INC.

By: 
Name: Scott W. Tenley
Title: SVP

9189-7397 QUEBEC INC.

By: 
Name: Scott W. Tenley
Title: SVP

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,)

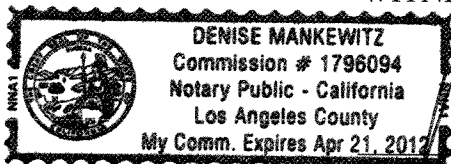
On May 2, 2011 before me, Denise Mankewitz, notary public in and for the State of California
DATE NAME

personally appeared Scott Willett Tenkey
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; Registration No.</u>	<u>Registration Date & Status</u>

B. Trademark Applications of any Credit Party

<u>Trademark</u>	<u>Applicant</u>	<u>Jurisdiction; Application No.</u>	<u>Application Date & Status</u>
Life & Times of Tim	MRC II Distribution Company L.P.	Application No: 85009848	April 7, 2010
The Ricky Gervais Show	MRC II Distribution Company L.P.	Application No: 85008923	April 7, 2010
Shaq Vs	MRC II Distribution Company L.P.	Application No: 85009613	April 7, 2010
House of Cards	MRC II Distribution Company L.P.	Application No: 85296961	April 15, 2011

SCHEDULE 2

TRADEMARK LICENSES

<u>Trademark(s)</u>	<u>Agreement</u>