

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORTRESS CREDIT CORP.		06/09/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LEGENDARY PICTURES FUNDING, LLC		
Street Address:	4000 Warner Boulevard		
Internal Address:	Building 76		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91522		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3412677	LEGENDARY PICTURES	
Registration Number:	3621043	LEGENDARY PICTURES	
Registration Number:	3656926	LEGENDARY PICTURES	
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:	494,232-19		
NAME OF SUBMITTER:	Shari L. Gordon		

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TRADEMARK
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Signature:	/Shari L. Gordon/
Date:	06/09/2011
Total Attachments: 4 source=Legendary Funding Fortress Release#page1.tif source=Legendary Funding Fortress Release#page2.tif source=Legendary Funding Fortress Release#page3.tif source=Legendary Funding Fortress Release#page4.tif	

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION OF TRADEMARK SECURITY AGREEMENT is executed as of June 9, 2011 by FORTRESS CREDIT CORP. ("Pledgee"), with reference hereby made to that certain Note Purchase Agreement dated as of September 23, 2010 (the "Note Purchase Agreement") by and among Legendary Pictures Funding, LLC ("Pledgor"), the noteholders from time to time party thereto and the Pledgee, as Collateral Agent, in favor of Pledgor.

WHEREAS, pursuant to the Note Purchase Agreement, as security for the Obligations (as defined in the Note Purchase Agreement), Pledgee was granted a security interest and lien in and to all of Pledgor's right, title and interest in and to the trademark collateral described on Schedule 1 hereto (the "Collateral").

WHEREAS, pursuant to the Note Purchase Agreement, Pledgor executed and delivered to Pledgee that certain Trademark Security Agreement dated as of September 23, 2010 (the "Trademark Security Agreement").

WHEREAS, Pledgor has requested that Pledgee release all liens and terminate all security interests granted to Pledgee in the Pledgor's right, title and interest in and to the Collateral and the Trademark Security Agreement, and Pledgee has agreed to do so.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Pledgee hereby:

- (a) terminates the Trademark Security Agreement;
- (b) releases the liens and security interests heretofore granted to it in and on the Collateral and the Trademark Security Agreement, including, but not limited to, the trademark license referred to therein;
- (c) acknowledges, agrees and confirms that it has no right, title or interest arising out of the Note Purchase Agreement or the Trademark Security Agreement in or to (or security interest arising out of the Note Purchase Agreement or the Trademark Security Agreement) the Collateral; and
- (d) to the extent Pledgee shall be deemed to have any right, title or interest in the Collateral arising out of the Note Purchase Agreement and/or the Trademark Security Agreement, retransfers and reassigns to Pledgor all of Pledgee's right, title and interest with respect to the Collateral.

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Agreement to be executed by its duly authorized officer as of the date first written above.

FORTRESS CREDIT CORP.

By: 
Name: **CONSTANTINE M. DAKOLIAS**
Title: **PRESIDENT**

[Signature Page to Fortress Termination of Trademark Security Agreement]

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STATE OF NEW YORK

COUNTY OF [NY]

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) ss.
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On June [9], 2011 before me, Thomas Santora, Notary Public, personally appeared Constantine Bakolas, personally known to me 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.

WITNESS my hand and official seal.


Notary Public

THOMAS SANTORA
Notary Public, State of New York
No. 01SA6191079
Qualified in New York County
Commission Expires Aug. 4, 2012



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TRADEMARK
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SCHEDULE 1

TRADEMARK LICENSES

1. **Trademark License:** That certain Amended and Restated License Agreement dated as of September 23, 2010 by and between Legend Pictures, LLC ("**LP**") and Legendary Pictures Funding, LLC ("**LPF**"), pursuant to which LP granted to LPF a non-exclusive license to use the trademarks set forth below.

Trademark	Owner	Jurisdiction	Registration Number / Registration Date
LEGENDARY PICTURES	Borrower	U.S.A.	3412677 / April 15, 2008
 LEGENDARY PICTURES	Borrower	U.S.A.	3621043 / May 12, 2009
 LEGENDARY PICTURES	Borrower	U.S.A.	3656926 / July 21, 2009