

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IMAGE ENTERTAINMENT, INC.		06/23/2011	CORPORATION: DELAWARE
Image/Madacy Home Entertainment, LLC		06/23/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	2 North Lake Avenue, Suite 440
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	INC. ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1588570	IMAGE
Registration Number:	2627964	IMAGE ENTERTAINMENT
Registration Number:	2665836	IMAGE ENTERTAINMENT
Registration Number:	2901782	IMAGE MUSIC GROUP
Registration Number:	3250436	EGAMI MEDIA A SUBSIDIARY OF IMAGE ENTERTAINMENT
Registration Number:	3388778	HOME VISION HVE ENTERTAINMENT
Registration Number:	3517228	HOME VISION HVE ENTERTAINMENT
Registration Number:	3000209	HVE
Registration Number:	3740433	ONE VILLAGE ENTERTAINMENT
Registration Number:	3826130	IMAGE ENTERTAINMENT
Serial Number:	85249419	IMAGE MADACY ENTERTAINMENT

**CORRESPONDENCE DATA**

**900195643**

**TRADEMARK  
 REEL: 004571 FRAME: 0175**

**CH \$290.00 1588570**

Fax Number: (650)849-4619  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 650-849-4857  
Email: jenny.zhang@bingham.com  
Correspondent Name: Jenny Zhang  
Address Line 1: 1900 University Avenue  
Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	0000350644
NAME OF SUBMITTER:	Jenny Zhang
Signature:	/Jenny Zhang/
Date:	06/28/2011

Total Attachments: 6  
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 23, 2011, between each Grantor signatory hereto (each a "Grantor" and collectively, the "Grantors"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of June 23, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among IMAGE ENTERTAINMENT, INC., a Delaware corporation ("Image"), IMAGE/MADACY HOME ENTERTAINMENT, LLC, a California limited liability company ("IMHE") (Image and IMHE, each a "Borrower", and collectively "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the

Obligations and would be owed by each Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If either Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting either Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or

in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

IMAGE ENTERTAINMENT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IMAGE/MADACY HOME ENTERTAINMENT, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and Acknowledged:

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: Steve C. Roberts

Title: Vice President

[Trademark Security Agreement]

TRADEMARK  
REEL: 004571 FRAME: 0180

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

IMAGE ENTERTAINMENT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IMAGE/MADACY HOME ENTERTAINMENT, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and Acknowledged:

PNC BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_

Name: Steve C. Roberts

Title: Vice President

[Trademark Security Agreement]

TRADEMARK  
REEL: 004571 FRAME: 0181

**SCHEDULE I**

**Trademarks**

Type of Intellectual Property (all Registered Marks)	Registration Number and Date of Registration	Owned or Licensed
Image	1588570 - 3/27/90, renewed 11/17/00 & 3/23/10	Owned – Image
Image Entertainment	2627964 – 10/1/02	Owned – Image
Image Entertainment	2665836 – 12/24/02	Owned – Image
Image Music Group	2901782 – 11/9/04	Owned – Image
Egami Media, a subsidiary of Image Entertainment	3250436 – 1/5/05	Owned – Egami
Home Vision HVE Entertainment	3388778 – 2/26/08	Owned – Image
Home Vision HVE Entertainment	3517228 – 10/14/08	Owned – Image
HVE	3000209 – 9/27/05	Owned – PMI / Assigned to Image
One Village Entertainment	3740433 – 1/19/10	Owned – Image
Image Entertainment	3826130 – 7/27/10	Owned – Image
Image/Madacy Home Entertainment	85249419 – Pending (filed 2/23/11)	Filed by Image/Madacy