

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as administrative agent		04/26/2011	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Overture Films, LLC		
<b>Street Address:</b>	9242 Beverly Blvd., Suite 200		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3767807	OVERTURE FILMS	
<b>Serial Number:</b>	77019724	OVERTURE FILMS	
<b>Registration Number:</b>	3767808	OVERTURE FILMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)298-0940		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-299-8424		
<b>Email:</b>	bwolf@sah.com		
<b>Correspondent Name:</b>	Brian T. Wolf		
<b>Address Line 1:</b>	633 17th St., Suite 3000		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	087464.014		
<b>NAME OF SUBMITTER:</b>	Brian T. Wolf		

**CH \$90.00 3767807**

**900195978**

**TRADEMARK  
 REEL: 004573 FRAME: 0296**

Signature:	/Brian T. Wolf/
Date:	06/30/2011
Total Attachments: 4 source=Termination of Trademark Security Agreement#page1.tif source=Termination of Trademark Security Agreement#page2.tif source=Termination of Trademark Security Agreement#page3.tif source=Termination of Trademark Security Agreement#page4.tif	

## TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION is executed as of April 26, 2011 by JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in its capacity as such, the "Administrative Agent"), with reference hereby made to that certain Credit, Security, Guaranty and Pledge Agreement dated as of January 2, 2008 (as the same may have been amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Overture Films, LLC (the "Borrower"), the guarantors referred to therein (the "Guarantors"), the lenders referred to therein (the "Lenders"), the Administrative Agent and JPMorgan Chase Bank, N.A. as issuing bank (in such capacity, the "Issuing Bank").

WHEREAS, pursuant to the Credit Agreement, the Borrower and the Guarantors (the Borrower and Guarantors being collectively referred to as the "Pledgors", and individually as a "Pledgor") executed and delivered to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) the Trademark Security Agreement between the Pledgors and the Administrative Agent, dated as of January 2, 2008 (as the same may have been amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a 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 to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement);

WHEREAS, pursuant the Credit Agreement and the Trademark Security Agreement, each of the Pledgors granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations pursuant to the Credit Agreement, as applicable, a continuing security interest in all of such Pledgor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003698, Frame 0371, on January 17, 2008;

WHEREAS, all Commitments under the Credit Agreement have terminated, Obligations due and owing under the Credit Agreement have been indefeasibly paid in full and no outstanding Obligations remain due and owing and all Letters of Credit have expired or been terminated or cancelled; and

WHEREAS, the Administrative Agent now desires to release and terminate the entirety of its lien upon and security interest in and to the Trademark Collateral and terminate the Trademark Security Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) hereby:

- (a) terminates the Trademark Security Agreement;
- (b) releases, without recourse, all of its liens upon and security interests in all of the right, title and interest of any Pledgor in, to and under the Trademark Collateral, including the trademark and service mark registrations and applications listed on Schedule A attached hereto (or any security interest in) the Trademark Collateral and/or any goodwill associated with any of the Trademark Collateral, including the trademark and service mark registrations and applications listed on Schedule A attached hereto; and
- (c) to the extent the Administrative Agent shall be deemed to have any right, title or interest in, to or under the Trademark Collateral, without representation or warranty, retransfers and reassigns to the relevant Pledgor(s) all of such right, title and interest solely with respect to any such Trademark Collateral.

Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

This Termination shall be governed by, and construed in accordance with, the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

The Administrative Agent authorizes the recordation of this Termination of Trademark Security Agreement with the United States Patent and Trademark Office.

[Signature Page Follows]

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.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: **Kin W. Cheng**  
Title: **Vice President**

*Signature Page to Termination of Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004573 FRAME: 0300**

**Schedule A**

**TRADEMARKS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>CLASS(ES)</b>	<b>APPL. NO FILING DATE</b>	<b>REG NO. ISSUE DATE</b>	<b>STATUS AND REMARKS</b>
OVERTURE FILMS	Japan	9, 41, 45	2006-114818 12/12/2006	5055506 06/15/2007	Registered
OVERTURE FILMS	Australia	9, 38, 41	1150146 12/01/2006		Pending
OVERTURE FILMS	Canada	9, 38, 41	1326888 12/05/2006		Pending
OVERTURE FILMS	European Union	9, 38, 41	5516935 12/01/2006		Pending
OVERTURE FILMS	US	9	77/019719 10/12/2006		Pending
OVERTURE FILMS	US	41	77/019734 10/12/2006		Pending
OVERTURE FILMS	US	38	77/019724 10/12/2006		Pending

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