

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
The Independent Film Channel LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3100063	AN IFC ORIGINAL DOCU-SERIES FILM SCHOOL
Registration Number:	3070458	HENRY'S FILM CORNER
Registration Number:	2923508	IFC
Registration Number:	3444555	IFC ALWAYS, UNCUT
Registration Number:	3294076	IFC FIRST TAKE
Registration Number:	3451909	IFC GRIND HOUSE
Registration Number:	3386401	IFC INDIE SEX
Registration Number:	2956449	IFC
Registration Number:	3146711	IFC TV, UNCUT
Registration Number:	3386400	INDIE SEX
Registration Number:	3345538	MEDIA LAB
Registration Number:	3244355	THE MINOR ACCOMPLISHMENTS OF JACKIE WOODMAN
Registration Number:	3873959	AUTOMAT
Registration Number:	3739378	FOOD PARTY

TRADEMARK

900196505

REEL: 004577 FRAME: 0669

CH \$490.00 3100063

Registration Number:	3547411	GETTING AWAY WITH MURDER
Registration Number:	3620470	LUNCHBOX
Registration Number:	3819120	THE IFC MEDIA PROJECT
Serial Number:	85336130	IFC FILMS
Serial Number:	77953170	ALWAYS ON. SLIGHTLY OFF.

CORRESPONDENCE DATA

Fax Number: (202)663-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-663-8000
Email: dctm@pillsburylaw.com
Correspondent Name: Patrick J. Jennings
Address Line 1: 2300 N Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	044307-0000016
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	07/08/2011

Total Attachments: 4
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of June 30, 2011 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and JPMorgan Chase Bank, National Association, as Collateral Agent (the "Collateral Agent") for the secured parties referenced therein (the "Secured Parties"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon certain intellectual property of the Grantor, including the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Secured Parties:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
3100063	AN IFC ORIGINAL DOCU-	06/06/2006
3070458	SERIES FILM SCHOOL	03/21/2006
2923508	HENRY'S FILM CORNER	02/01/2005
3444555	IFC	02/01/2005
3294076	IFC ALWAYS, UNCUT	06/10/2008
3451909	IFC FIRST TAKE	09/18/2007
3386401	IFC GRIND HOUSE	06/24/2008
2956449	IFC INDIE SEX	02/19/2008
3146711	IFC Logo	05/31/2005
3386400	IFC TV, UNCUT	09/19/2006
3345538	INDIE SEX	02/19/2008
	MEDIA LAB	11/27/2007
	THE MINOR	
	ACCOMPLISHMENTS OF	
3244355	JACKIE WOODMAN	05/22/2007
3873959	AUTOMAT	11/09/2010
3739378	FOOD PARTY	01/19/2010
	GETTING AWAY WITH	
3547411	MURDER	12/16/2008
3620470	LUNCHBOX	05/12/2009
3819120	THE IFC MEDIA PROJECT	07/13/2010

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	Description of Trademark <u>Applied For</u>	<u>Date of Trademark Application</u>
85336130	IFC FILMS	06/02/2011
77953170	ALWAYS ON. SLIGHTLY OFF.	03/08/2010

The Grantors and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree (A) that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application; and (B) that the grant of the security interest referred to herein, and the rights and remedies of the Collateral Agent with respect to the Collateral (as defined in the Security Agreement) are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

Very truly yours,


THE INDEPENDENT FILM CHANNEL LLC

 By: 
Name: Joshua Sapan
Title: Authorized Signatory

Acknowledged and Accepted:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:


Name: John G. Kowalczyk
Title: Executive Director

[Signature Page to Notice of Grant of Security Interest]