

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portside Growth and Opportunity Fund		06/22/2011	Fund: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Image Entertainment, Inc.		
Street Address:	20525 Nordhoff Street, Suite 200		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
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:	3000209	HVE	
CORRESPONDENCE DATA			
Fax Number:	(650)849-4619		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$165.00 1588570

ATTORNEY DOCKET NUMBER:	0000350644
NAME OF SUBMITTER:	Jenny Zhang
Signature:	/Jenny Zhang/
Date:	07/19/2011
Total Attachments: 3 source=TrademarksRelease#page1.tif source=TrademarksRelease#page2.tif source=TrademarksRelease#page3.tif	

**RELEASE OF SECURITY INTEREST
(Trademarks)**

This Agreement is entered into as of June 22, 2011 (“Effective Date”), between Portside Growth and Opportunity Fund, a Cayman Island company, (“Assignor”) and Image Entertainment, Inc., a Delaware corporation (“Assignee”).

RECITALS

A. Assignor has a security interest in and to the intellectual property owned or licensed by Assignee that includes the registered and unregistered trademarks set forth in Schedule A hereto, and any goodwill and common law rights in the registered and unregistered trademarks, (collectively, the “Intellectual Property”).

B. Assignor desires to release its security interest in and to the Intellectual Property.

Therefore, in consideration of these Recitals, any sums to be paid, any rights granted, and the mutual promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to the following:

1. **ASSIGNMENT.** Assignor hereby transfers to Assignee the Assignor’s security interest in and to the Intellectual Property.

2. **ASSIGNOR’S REPRESENTATIONS.** Assignor makes no representations, warranties or other assurances of any kind. Assignor has no obligation, express or implied, to supervise, monitor, review or otherwise assume responsibility for the production, manufacture, testing, marketing or sale of any product or service. Assignor has no liability whatsoever to assignee, or any third parties, for or on account of any injury, loss, or damage, of any kind or nature, sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon Assignee or any other person or entity, arising out of or in connection with or resulting from the use of the rights granted to Assignee herein or any advertising or other promotional activities with respect to any of the foregoing.

3. **MISCELLANEOUS.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission (such as by “pdf”) will be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

PORTSIDE GROWTH AND OPPORTUNITY FUND

By: *Ramon LLC, its investment manager*

By:  _____

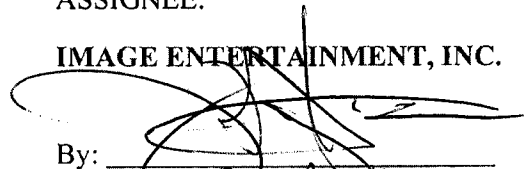
Name: _____

Title: **Owen Littman**

Authorized Signatory

ASSIGNEE:

IMAGE ENTERTAINMENT, INC.


By: _____

Name: *John Augliano*

Title: *COO/CEO*

SCHEDULE A

Trademarks

Type of Intellectual Property (all Registered Marks)	Registration Number and Date of Registration
Image	1588570 - 3/27/90, renewed 11/17/00 & 3/23/10
Image Entertainment	2627964 – 10/1/02
Image Entertainment	2665836 – 12/24/02
Image Music Group	2901782 – 11/9/04
Egami Media, a subsidiary of Image Entertainment	3250436 – 1/5/05
HVE	3000209 – 9/27/05