

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MRC II DISTRIBUTION COMPANY L.P.		07/25/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1999 AVENUE OF THE STARS, 27TH FLOOR
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: United States: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77520654	MRC MEDIA RIGHTS CAPITAL
Serial Number:	85009848	THE LIFE & TIMES OF TIM
Serial Number:	85008923	THE RICKY GERVAIS SHOW
Serial Number:	85009613	SHAQ VS
Serial Number:	85104190	REINCARNATED
Serial Number:	85104159	HIGHWAY TO HELL
Serial Number:	85296961	HOUSE OF CARDS

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-739-5652
 Email: chowell@morganlewis.com
 Correspondent Name: Catherine R. Howell, Senior Paralegal
 Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
 Address Line 2: Morgan, Lewis & Bockius LLP

900198237

TRADEMARK
REEL: 004592 FRAME: 0492

CH \$190.00 77520654

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 066397-0392

NAME OF SUBMITTER: Catherine R. Howell, Senior Paralegal

Signature: /Catherine R. Howell/

Date: 07/28/2011

Total Attachments: 9

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, MRC II DISTRIBUTION COMPANY L.P. (the “Borrower”) and the other Credit Parties referred to in the Credit Agreement (as defined below), together with the Borrower, each a “Pledgor” and collectively the “Pledgors”) now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of September 19, 2008, as amended and restated as of July 25, 2011 (as the same has been or may further be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), among the Pledgors, Media Rights Capital II, L.P., as sponsor, the lenders referred to therein, and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “Administrative Agent”) and issuing bank (in such capacity, the “Issuing Bank”), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties) 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 (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations;

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith; and

WHEREAS, the Borrower, the Guarantors and the Administrative Agent are parties to that certain Trademark Security Agreement dated as of September 2008 and recorded by the United States Patent and Trademark Office (the “USPTO”) on October 14, 2008 at Reel 003871 Frame 0022 (as amended by that certain Supplement No. 1 dated as of January 11, 2011 and recorded by the USPTO on January 19, 2011 at Reel 004456 Frame 0248, that certain Supplement No. 2 dated as of May 2, 2011 and recorded by the USPTO on May 11, 2011 at Reel 004538 Frame 0855, and as may have been further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Original Trademark Security Agreement”) and are executing this Amended and Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in all of the Pledgors’ right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the “Trademark Collateral”), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Within sixty (60) days after any of the Pledgors registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A hereto or in any Trademark license (pursuant to which any Pledgor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or

advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Amended and Restated Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Credit Agreement, this Amended and Restated Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to provide reasonable assistance to the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations (including, without limitation, certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Amended and Restated Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide the notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Amended and Restated Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

Any provision of this Amended and Restated Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Amended and Restated Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

The parties hereto hereby acknowledge and agree that (a) this Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement that is being entered into in connection with an amendment and restatement of the Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Amended and Restated Trademark Security Agreement and (c) the Original Trademark Security Agreement and all security interests previously created and/or perfected by or under the Original Trademark Security Agreement (including any supplements thereto) are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Credit Agreement or the Original Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Pledgors has duly executed this Amended and Restated Trademark Security Agreement as of July ~~25~~²⁵, 2011.

PLEDGORS:

MRC II DISTRIBUTION COMPANY L.P.
666 PRODUCTIONS INC.
666 PRODUCTIONS, LLC
ASGARI INC.
ASGARI, LLC
CAVALCADE PRODUCTIONS, LLC
COLD STREAM PRODUCTIONS, LLC
HUNDREDS OF HATS, INC.
HUNDREDS OF HATS, LLC
I CHALLENGE YOU PRODUCTIONS, LLC
KNIGHT TAKES KING PRODUCTIONS, LLC
KROD MANDOOON PRODUCTIONS, LLC
MAJOR TAN, LLC
MEGALOMANIAC PRODUCTIONS, LLC
MRC I HEDGE CO, LLC
MRC I PROJECT CO, LLC
MRC II CAPITAL COMPANY, L.P.
MRC II HOLDINGS L.P.
MRC GLOBAL MUSIC, LLC
MRC INDEPENDENT MUSIC, LLC
MRC WORLDWIDE MUSIC, LLC
OAKTREE ENTERTAINMENT, INC.
RGS PRODUCTIONS, LLC
SLEUTH US PRODUCTIONS, LLC
THUNDER BUDDIES, LLC
TIM'S LIFE PRODUCTIONS, LLC
TRUTH PRODUCTIONS, LLC
WBC, LLC

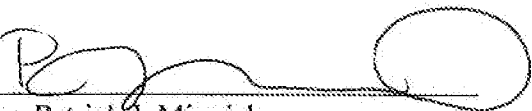
By: _____
Name: _____
Title: _____

9189-7397 QUEBEC INC.

By: _____
Name: _____
Title: _____

Accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Issuing Bank

By: 

Name: Patrick J. Minnick

Title: Vice President

State of California)
County of LOS ANGELES)

On 7/22/2011 before me, GAIL ELEN, a notary public in and for the State of California
DATE NAME

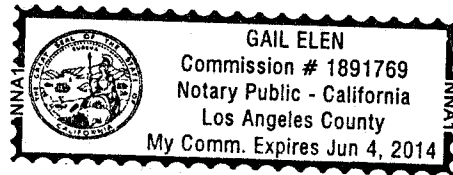
personally appeared SCOTT W. TENLEY, who proved to me on the basis of
NAME(S) OF SIGNER(S)

satisfactory evidence 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Gail Elen
Signature of Notary Public



Schedule A
to Amended and Restated Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
United States	MRC II Distribution Company L.P.	77520654	3,768,423	Registered 3/30/10 Published 6/20/2008	Media Rights Capital
United States	MRC II Distribution Company L.P.	85009848	None yet	Application date: 4/7/10	Life & Times of Tim
United States	MRC II Distribution Company L.P.	85008923	None yet	Application date: 4/7/10	The Ricky Gervais Show
United States	MRC II Distribution Company L.P.	85009613	None yet	Application date: 4/7/10	Shaq Vs
United States	MRC II Distribution Company L.P.	85-104,190	None yet	Registered 3/22/11	Reincarnated
United States	MRC II Distribution Company L.P.	85-104,159	None yet	Registered 3/22/11	Highway to Hell
United States	MRC II Distribution Company L.P.	85296961	None yet	Registered 4/15/11	House of Cards

Schedule B
to Amended and Restated Trademark Security Agreement

TRADEMARK LICENSES

The Night Chronicles	Agreement dated as of April 18, 2008, between MRC II Distribution Company L.P. and Blinding Edge Pictures, Inc. for the services of M. Night Shyamalan.
Pilgrim Films and Television, Inc.	Agreement dated as of June 13, 2008, between MRC II Distribution Company L.P. and Pilgrim Films and Television, Inc.
Burger King Corporation trademarks, service marks and logos provided by Burger King Corporation to Borrower	BKC Terms and Conditions executed by MRC II Distribution Company L.P. dated as of April 28, 2008, together with Insertion Order executed by MRC II Distribution Company L.P. and Burger King Corporation, dated as of April 29, 2008.
Trademarks and service marks used by The CW Network, LLC (the "CW"), including, without limitation, the mark "The CW", as well as logos and other artwork used by the CW to depict such mark in connection with Borrower's television production activities and advertising related thereto.	Memorandum of Understanding dated as of April 30, 2008, between the CW Network, LLC and MRC II Distribution Company L.P., as amended by Amendment Letter dated as of September 10, 2008.
Panic	Agreement dated as of July 9, 2009, between MRC II Distribution Company L.P. and Fincho, for the services of David Fincher.