

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment Number One to Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SV HOLDCO, LLC		09/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
SCREENVISION, LLC		09/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
SCREENVISION EXHIBITION, INC.		09/23/2011	CORPORATION: DELAWARE
SCREENVISION DIRECT, INC.		09/23/2011	CORPORATION: NEW YORK
SCREENVISION BILLBOARD HOLDINGS, INC.		09/23/2011	CORPORATION: DELAWARE
SCREENVISION BILLBOARD NETWORK, L.L.C.		09/23/2011	LIMITED LIABILITY COMPANY: NEW YORK
SCREENVISION CINEMA NETWORK LLC		09/23/2011	LIMITED LIABILITY COMPANY: NEW YORK
SCREENVISION DIRECT HOLDINGS, INC.		09/23/2011	CORPORATION: DELAWARE
SCREENVISION EXHIBITION, LLC		09/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
SCREENVISION HOLDINGS, INC.		09/23/2011	CORPORATION: DELAWARE
UNIQUESCREEEN MEDIA, INC.		09/23/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CITY NATIONAL BANK, as Agent
<b>Street Address:</b>	555 S. Flower Street, 24th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3840021	THE REST OF AMERICA

**TRADEMARK**

**900203265**

**REEL: 004632 FRAME: 0081**

**CH \$115.00 3840021**

Registration Number:	3840020	THE SHOW BEFORE THE SHOW
Registration Number:	3840019	PREFLIX
Registration Number:	2808323	UNIQUESCREEN MEDIA

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
Phone: 213.683.5698  
Email: MinetteTayco@paulhastings.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Minette M. Tayco  
Address Line 1: 515 S. Flower St., 25th Floor  
Address Line 2: Paul Hastings LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	CNB/TECHNICOLOR(38468.43)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	09/28/2011

**Total Attachments: 7**

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## AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of September 23, 2011 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of October 14, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among New Debtor (defined below), Parent and its Subsidiaries that are from time to time signatory thereto (each referred to hereinafter individually as a "Debtor" and collectively, jointly, and severally as "Debtors"), and **CITY NATIONAL BANK**, a national banking association, as the arranger and administrative agent for the Lender Group and the Bank Product Providers, as such terms are defined therein (in such capacity, together with its successors and permitted assigns, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

**WHEREAS**, Debtors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on November 4, 2010 at Reel 004409, Frame 0892; and

**WHEREAS**, Debtors and Agent wish to amend the Trademark Security Agreement by joining UniqueScreen Media, Inc., a Delaware corporation ("New Debtor") and by adding certain Trademarks to the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. (a) New Debtor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Debtor will be deemed to be a party to the Trademark Security Agreement and a "Debtor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. New Debtor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof.

(b) New Debtor hereby represents and warrants that the representations and warranties made by it as a "Debtor" under the Trademark Security Agreement are true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date hereof, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of the making of each Advance (or other extension of credit) made thereafter, as though made on and as of the date of such Advance (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true, correct and complete in all material respects as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Amendment.

(c) In furtherance of the foregoing, New Debtor, as security for the payment and performance in full of the Secured Obligations, does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the full and prompt payment of the Secured Obligations, a continuing security interest in and to all of New Debtor's right, title and interest in and to the Trademark Collateral. Each reference to a "Debtor" in the Trademark Security Agreement shall be deemed to include New Debtor. The Trademark Security Agreement is incorporated herein by reference.

2. Debtors and Agent hereby agree that Schedule A to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule A attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and, together with the other Trademark Collateral, shall secure all Secured Obligations.

3. Each Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants to Agent continuing security interests in all of such Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. EACH DEBTOR AND AGENT AGREE THAT THE PROVISIONS IN THE TRADEMARK SECURITY AGREEMENT WITH RESPECT TO CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER ARE APPLICABLE TO THIS AMENDMENT AS IF FULLY SET FORTH HEREIN.

5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

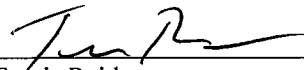
6. This Amendment is a Loan Document.

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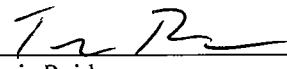
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

**DEBTORS:**

**SV HOLDCO, LLC,**  
a Delaware limited liability company

By:   
Name: Travis Reid  
Title: Chief Executive Officer

**SCREENVISION, LLC,**  
a Delaware limited liability company

By:   
Name: Travis Reid  
Title: Chief Executive Officer


**SCREENVISION EXHIBITION, INC.,**  
a Delaware corporation

By:   
Name: Travis Reid  
Title: Chief Executive Officer

**SCREENVISION DIRECT, INC.,**  
a New York corporation

By:   
Name: Travis Reid  
Title: Chief Executive Officer

**SCREENVISION BILLBOARD HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Travis Reid  
Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

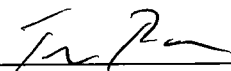
**SCREENVISION BILLBOARD NETWORK,  
L.L.C.**, a New York limited liability company

By:   
Name: Travis Reid  
Title: Chief Executive Officer


**SCREENVISION CINEMA NETWORK LLC,**  
a New York limited liability company

By:   
Name: Travis Reid  
Title: Chief Executive Officer

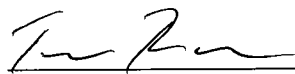
**SCREENVISION DIRECT HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Travis Reid  
Title: Chief Executive Officer

**SCREENVISION EXHIBITION, LLC,**  
a Delaware limited liability company

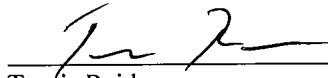
By:   
Name: Travis Reid  
Title: Chief Executive Officer

**SCREENVISION HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Travis Reid  
Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

**UNIQUESCREEN MEDIA, INC.,**  
a Delaware corporation

By:   
Name: Travis Reid  
Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004632 FRAME: 0087**

AGENT:

CITY NATIONAL BANK,  
a national banking association

By:  
Name:  
Title:

Garen Papazyan  
\_\_\_\_\_

Garen Papazyan  
Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004632 FRAME: 0088



SCHEDULE A

to Amendment Number One to Trademark Security Agreement

**Trademarks**

UniqueScreen Media, Inc. is the owner of the following Trademarks:

<b>REG #</b>	<b>MARK</b>	<b>GOODS/SERVICES</b>
3,840,021	THE REST OF AMERICA	Advertising agencies and placing advertisements for others; advertisements for others; advertising services in the nature of production and distribution of short advertising programs shown in movie theatres
3,840,020	THE SHOW BEFORE THE SHOW	Advertising agencies and placing advertisements for others; advertisements for others; advertising services in the nature of production and distribution of short advertising programs shown in movie theatres
3,840,019	PREFLIX	Advertising agencies and placing advertisements for others; advertisements for others; advertising services in the nature of production and distribution of short advertising programs shown in movie theatres
2,808,323	UNIQUESCREEN MEDIA	Advertising agencies and placing advertisements for others