

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
DHX Media U.S.A. Ltd.		10/07/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West		
Internal Address:	Main Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H1C4		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85193162	JUNK IN THE TRUNK	
Serial Number:	85203459	THE MERCHANT OF VENICE	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
Phone:	(714) 641-5100		
Email:	ezaskoda@rutan.com, trademarks@rutan.com, scain@rutan.com, sitoh@rutan.com, ichidi@rutan.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Erin R. Zaskoda		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	028974.0001		
DOMESTIC REPRESENTATIVE			

900204563

**TRADEMARK
 REEL: 004641 FRAME: 0158**

CH \$65.00 85193162

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Erin R. Zaskoda
Signature:	/Erin R. Zaskoda/
Date:	10/13/2011

Total Attachments: 6

source=Royal Bank of Canada and DHX Media TM Security Interests#page1.tif
source=Royal Bank of Canada and DHX Media TM Security Interests#page2.tif
source=Royal Bank of Canada and DHX Media TM Security Interests#page3.tif
source=Royal Bank of Canada and DHX Media TM Security Interests#page4.tif
source=Royal Bank of Canada and DHX Media TM Security Interests#page5.tif
source=Royal Bank of Canada and DHX Media TM Security Interests#page6.tif

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of October 7, 2011, between DHX MEDIA U.S.A. LTD., a Delaware corporation (the "Assignor"), and ROYAL BANK OF CANADA, together with its successors and assigns, "Bank").

WHEREAS, the Assignor is the owner of the Trademarks (as defined in the Security Agreement referenced herein) including those listed on Schedule A hereto;

WHEREAS, DHX Media Ltd., a corporation incorporated pursuant to the laws of Canada (the "Borrower") and the Bank have entered into that certain Commitment Letter dated as of September 20, 2007 issued by the Bank to the Borrower, that certain Amended and Restated Commitment Letter dated as of September 20, 2008 issued by the Bank to the Borrower, that certain Amended and Restated Commitment Letter dated as of March 1, 2009, as amended by those certain letters dated as of May 7, 2010, September 9, 2010 and September 29, 2010 issued by the Bank to the Borrower, and that certain Amended and Restated Commitment Letter dated as of December 1, 2010 issued by the Bank to the Borrower (collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); pursuant to which Bank has agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein ("Loans");

WHEREAS, it is a condition precedent to the Bank making any loans or otherwise extending credit to the Borrower under the Credit Agreement that the Assignor execute and deliver to Bank this Trademark Agreement (as defined below);

WHEREAS, the Assignor has granted to Bank a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Trademarks including those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined below); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

Obligations. Any and all loans, advances, debts, liabilities and obligations, for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or such amounts are liquidated or determinable), owing by Borrower to Bank, and all covenants and duties regarding such amounts, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, including, without limitation, arising under the Agreement or any of the other Loan Documents. This term includes all principal, interest (including all interest that accrues after the commencement of any case or proceeding by or against Borrower in bankruptcy, whether or not allowed in such case or proceeding), fees, charges, expenses, attorneys' fees and any other sum chargeable to Borrower under the Agreement or any of the other Loan Documents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Security Agreement. That certain Security Agreement executed by and among the Borrower, Assignor, and certain other debtor parties for the benefit of Bank dated as of the date hereof as it may be amended, restated or modified from time to time.

Termination Date. The date on which (a) the Loans have been paid in full; (b) all other Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted in accordance with the terms of the Loan Documents) under this Trademark Agreement and the other Loan Documents have been completely discharged; and (c) Assignor shall have no further right to borrow any monies under the Loan Documents.

Trademark Agreement. This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Bank for any and all past, present

and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Bank, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE BANK ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Security Agreement. This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Bank, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. On the Termination Date, this Trademark Agreement shall terminate and the Bank shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Bank by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Bank pursuant hereto or the Credit Agreement..

[signatures on following pages]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day
and year first above written.

“Assignor”

DHX MEDIA U.S.A. LTD. a Delaware
corporation

By: 
Name: Mark G. Gosine, Secretary
Title: _____

[signature page continues]

"Bank"

ROYAL BANK OF CANADA

By: 

Name: ALEX FARRELL

Title: SR. RELATIONSHIP MANAGER

SCHEDULE A

Trademarks and Trademark Applications

<u>Mark</u>	<u>App./Reg. No.</u>	<u>Country</u>	<u>Filing/Reg. Date</u>	<u>Int. Class(es)</u>	<u>Applicant/Registrant</u>
JUNK IN THE TRUNK	85/193162	USA	08-Dec-2010	41	DHX Media USA, Inc. and Kinetic Content Corporation
THE MERCHANT OF VENICE	85/203459	USA	21-Dec-2010	41	DHX Media USA, Inc.

2495/028974-0001
2338128