

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/30/1990		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Image Entertainment, Inc.		01/30/1990
			Entity Type
			CORPORATION: COLORADO
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: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1588570	IMAGE
CORRESPONDENCE DATA			
Fax Number:	(206)399-9000		
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.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:	James L. Vana		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101-3099		
ATTORNEY DOCKET NUMBER:	69493-4000.0000.GX55		
NAME OF SUBMITTER:	Jeffrey Nelson		
Signature:	/Jeffrey A Nelson/		

OP \$40.00 1588570

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TRADEMARK
 REEL: 004642 FRAME: 0375

Date:

10/14/2011

Total Attachments: 6

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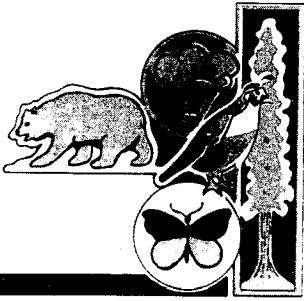
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A382233

State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

FEB 01 1990



March Fong Eu

Secretary of State

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of _____, 1989, is entered into between IMAGE MERGER, INC., a California corporation ("California Image") and IMAGE ENTERTAINMENT, INC., a Colorado corporation ("Colorado Image"). California Image and Colorado Image hereinafter sometimes collectively referred to as the "Consistent Corporations."

ENDORSED
FILED
In the office of
of the Secretary of State
of the State of California
JAN 30 1990

R E C I T A L S

- A. California Image is a corporation duly organized existing under the laws of the State of California.
- B. Colorado Image is a corporation duly organized and existing under the laws of the State of Colorado.
- C. On the date of this Agreement, California Image has authority to issue (i) 300,000,000 shares of Common Stock, no par value ("California Common Stock"), of which 10 shares are issued and outstanding and owned by Colorado Image, and (ii) 50,000,000 shares of Preferred Stock, \$1.00 par value per share, of which no shares are issued and outstanding.
- D. On the date of this Agreement, Colorado Image has authority to issue (i) 150,000,000 shares of Common Stock, no par value ("Colorado Common Stock"), of which 131,300,951, shares are issued and outstanding, and (ii) 50,000,000 shares of Preferred Stock, \$1.00 par value per share, of which no shares are issued and outstanding.
- E. The respective Boards of Directors of California Image and Colorado Image have determined that it is advisable and in the best interests of each of the Constituent Corporations that Colorado Image merge with and into California Image upon the terms and subject to the condition set forth in this Agreement for the purpose, among other things, of changing the state of incorporation of Colorado Image from Colorado to California in a transaction qualifying as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code.
- F. The respective Boards of Directors of California Image and Colorado Image have, by resolutions duly adopted, approved this Agreement.
- G. Colorado Image has approved this Agreement as the sole shareholder of California Image.
- H. This Agreement has been approved by the affirmative vote of at least a majority of the outstanding shares of Colorado Common Stock of Colorado Image as required by the Articles of Incorporation of Colorado Image.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, California Image and Colorado Image hereby agree as follows:

1. Merger. Colorado Image shall be merged with and into California Image (the "Merger"), following which California Image shall be the surviving corporation (the "Surviving Corporation"). The Surviving Corporation shall continue under the name Image Entertainment, Inc. The Merger shall become effective upon the date and at the time this Agreement or, alternatively, an appropriate certificate of merger providing for the Merger, is filed with the Secretary of State of the State of California (the "Effective Date").

2. Governing Documents. The Articles of Incorporation of California Image, as in effect immediately prior to the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law, except that Article I shall be amended in full to read as follows "The name of this corporation is Image Entertainment, Inc."; and the Bylaws of California Image, as in effect immediately prior to the Effective Date, shall be the Bylaws of the surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof, the provisions of the Articles of Incorporation of the Surviving Corporation and applicable law.

3. Succession. Upon the Effective Date, the separate corporate existence of Colorado Image shall cease and California Image shall possess all the rights, privileges, powers and franchises of public and private nature and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations. All property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action, or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all things in action, or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Colorado Image shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall at the Effective Date attach to the Surviving corporation and may be enforced against it to the

same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Colorado Image, its shareholders, Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Colorado Image. The employees and agents of Colorado Image shall become the employees and agents of the surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Colorado Image. The requirements of any plans or agreements of Colorado Image involving the issuance or purchase by Colorado Image of certain shares or its capital stock shall be satisfied by the issuance or purchase of like number of shares of stock of the Surviving Corporation.

4. Directors and Officers. The directors and officers of Colorado Image on the Effective Date shall be and become directors and Officers, holding the same titles and positions, of the Surviving Corporation and, after the Effective Date, they shall serve in accordance with the Bylaws of the Surviving Corporation.

5. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Colorado Image such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Colorado Image, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving corporation are fully authorized in the name and on behalf of Colorado Image, or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Conversion of Shares. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof;

6.1 Each share of Colorado Common Stock outstanding immediately prior to the Effective Date shall be changed and converted into and shall be one fully paid and nonassessable share of California Common Stock; and

6.2 The 10 shares of California Common Stock

currently issued and outstanding in the name of Colorado Image shall be cancelled and retired and resume the status of authorized and unissued shares of California Common Stock, and no other securities of California Image shall be issued with respect thereto.

6.2 The 10 shares of California Common Stock currently issued and outstanding in then name of Colorado Image shall be cancelled and retired and resume the status of authorized and unissued shares of California Common Stock, and no other securities of California Image shall be issued with respect thereto.

7. Stock Certificates. At and after the Effective Date, all of the outstanding certificates which, immediately prior to the Effective Date, represented shares of Colorado Common Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of California Common Stock into which the shares of Colorado Common Stock, formerly represented by such certificates, have been converted, as herein provided. The registered owner on the books and records of the Surviving Corporation or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon the shares of California Common Stock evidenced by such outstanding certificate asp provided above.

8. Options. Each option to purchase, or other award of, shares of Colorado Common Stock granted under any stock option plans that may be outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of th holder thereof, be converted into and become and option to purchase, or aware of, the same number of shares of California Common Stock at the same option price per share, and upon the same terms and subject to the same conditions as set forth in the respective plans, as in effect at the Effective Date. The same number of shares of California Stock shall be reserved for purposes of said plans as is equal to the number of shares of Colorado Common Stock, if any, so reserved as of the effective Date. California Image hereby assumes, as of the Effective Date, all obligations of Colorado Image under the plans, if any.

9. Other Employee Benefit Plans. California Image hereby assumes, as of the Effective Date, all obligations under any and all employee benefit plans of Colorado Image in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

10. Amendments. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Date with respect to any of the terms contained herein; provided, however, that no such amendment, modification or supplement not adopted and approved by the shareholders of Colorado Image and California Image shall affect the rights of either or both of such shareholders in a manner that is materially adverse to either or both of them.

11. Abandonment. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Colorado Image, notwithstanding approval of this Agreement by the shareholder of California Image or by the shareholders of Colorado Image, or both, if, in the opinion of the Board of Directors of Colorado Image circumstances arise that, in the opinion of such Board of Directors, make the Merger inadvisable for any reason.

12. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, Colorado Image and California Image have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

IMAGE ENTERTAINMENT, INC.,
a Colorado corporation

By: 

MARTIN W. GREENWALD,
President

IMAGE MERGER, INC.,
a California corporation

By: 

MARTIN W. GREENWALD,
President