

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MIRAMAX, LLC		12/07/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK TRUST COMPANY AMERICAS		
<b>Street Address:</b>	100 Plaza One		
<b>Internal Address:</b>	MS: JCY03-0699		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07311		
<b>Entity Type:</b>	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2713215	MIRAMAX	
Registration Number:	2423329	MIRAMAX	
Registration Number:	3552168	MIRAMAX RECORDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)500-3501		
<b>Email:</b>	trademark@linerlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Paul D. Swanson		
<b>Address Line 1:</b>	1100 Glendon Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90024		
<b>NAME OF SUBMITTER:</b>	Chet Devaskar		
<b>Signature:</b>	/cdevaskar/		

CH \$90.00 2713215

**900208984**

**TRADEMARK**  
**REEL: 004673 FRAME: 0798**

Date:

12/07/2011

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of December 7, 2011 made by MIRAMAX, LLC, a Delaware limited liability company located at 1601 Cloverfield Blvd., Suite 2000N, Santa Monica, California 90404 ("Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as trustee located at c/o Deutsche Bank National Trust Company, Alternative and Structured Finance Services, 100 Plaza One, MS: JCY03-0699, Jersey City, New Jersey 07311, Attn: Structured Finance Services ("Trustee"). Capitalized terms used in this Grant (including the preamble and the recitals hereto), and not defined in this Grant, shall have the meanings assigned to such terms in the Indenture (as defined below).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill symbolized by or associated with such Trademarks; and

WHEREAS, pursuant to the Base Indenture, dated as of December 7, 2011 by and among the Issuer and the Trustee (the "Indenture") to secure the Obligations, Grantor pledged, assigned, conveyed, delivered, transferred and set over to the Trustee for the benefit of the Secured Parties, and granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill symbolized by or associated with the Trademarks and all Proceeds and products of the foregoing and all collateral security and guarantees and other supporting obligations given by any Person with respect to the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 8.25(c) of the Indenture, Grantor agreed to execute and deliver to the Trustee this Grant for purposes of recording the same with the PTO to evidence, confirm, perfect and protect the security interest in the Trademark Collateral granted under the Indenture;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee for the benefit of the Secured Parties, and grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the pledge, assignment, conveyance, delivery, transfer, setting over and grant of security interest hereunder shall not include any application for a trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all such PTO applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not cause such trademark to be deemed invalidated, cancelled or abandoned.

1. The parties intend that this Grant is made for recordation purposes. The terms of this Grant shall not modify the applicable terms and conditions of the Indenture, which govern the Trustee's interest in the Trademark Collateral. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Grant together with the annexed Schedule 1.

2. Grantor and the Trustee hereby acknowledge and agree that the pledge, assignment, conveyance, delivery, transfer, setting over, and grant of security interest in, to and under the Trademark Collateral granted hereby may be terminated only in accordance with the terms of the Indenture and shall terminate automatically upon the termination of the Indenture.

3. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK)

4. The parties may sign any number of copies of this Grant. Each signed copy shall be an original, but all of them together represent the same agreement.

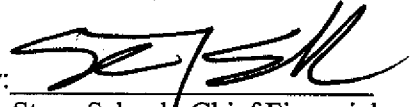
*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the day and year first written above.

MIRAMAX, LLC

By: Miramax Guaranty Services, LLC,  
its sole Member

By: Miramax Film NY, LLC,  
its sole Member

By:   
Steve Schoch, Chief Financial  
Officer

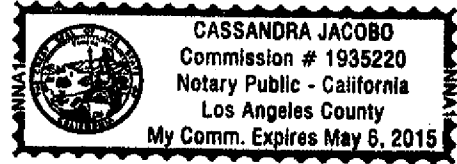
**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF LOS ANGELES            )

On November 22, 2011, before me, Cassandra Jacobo, Notary Public, personally appeared Steven J. Schoch who proved to me on the basis of 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.



Signature Cassandra Jacobo [SEAL]

**Schedule 1  
Trademarks**

<b>COUNTRY</b>	<b>MARK</b>	<b>CLASS(ES)</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>
United States	MIRAMAX	09, 41	76.408.201	2.713.215
United States	MIRAMAX	16	75.906.475	2.423.329
United States	MIRAMAX RECORDS	09	78.966.348	3.552.168