

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
MAGNOLIA PICTURES LLC		12/06/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. (as Administrative Agent and Issuing Bank)		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2919326	MAGNOLIA PICTURES	
Registration Number:	3100797	MAGNOLIA PICTURES	
Registration Number:	3241622	MAGNOLIA HOME ENTERTAINMENT	
Registration Number:	3853065	MAGNET	
Registration Number:	3853067	MAGNET	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
Phone:	202-739-5652		
Email:	chowell@morganlewis.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:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

CH \$140.00 2919326

900208878

**TRADEMARK
 REEL: 004673 FRAME: 0813**

ATTORNEY DOCKET NUMBER:	066397-0295
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	12/07/2011
Total Attachments: 9 source=magnolia tm sec#page1.tif source=magnolia tm sec#page2.tif source=magnolia tm sec#page3.tif source=magnolia tm sec#page4.tif source=magnolia tm sec#page5.tif source=magnolia tm sec#page6.tif source=magnolia tm sec#page7.tif source=magnolia tm sec#page8.tif source=magnolia tm sec#page9.tif	

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

Dated as of December 6, 2011

WHEREAS, MAGNOLIA PICTURES LLC (the "Borrower") and the Subsidiary Guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors", and 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 the Credit and Security, Agreement, dated as of December 6, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to them therein) among the Pledgors, the Lenders referred to therein and JPMorgan Chase Bank, N.A., as Administrative Agent and as 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 Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement and the other Fundamental Documents (as applicable), the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) 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; and

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.

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 itself, the Issuing Bank and the Lenders), 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 (a) through (c) 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:

a) 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;

b) 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

c) 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.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, 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, the other Fundamental Documents and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this 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 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 assist 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 itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement and the other Fundamental Documents (as applicable). 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 itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This 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 itself, the Issuing Bank and the Lenders) 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 itself, the Issuing Bank and the Lenders) 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.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of 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 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.**

This 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.

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be effective as of the date first set forth above and duly executed as of December 5, 2011.

PLEDGORS:

MAGNOLIA PICTURES LLC

By: *Jason B. Sachs*

Name: Jason Sachs

Title: Chief Accounting Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On Dec. 5, 2011 before me, LaTanya Fergusson, Notary Public —
Date Here Insert Name and Title of the Officer

personally appeared Jason B. Sachs
Name(s) of Signer(s)

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: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Form of Trademark Security Agreement

Document Date: No Date Number of Pages: 6 pages

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

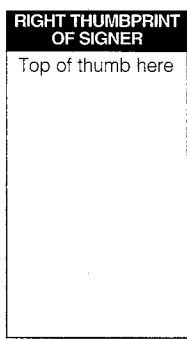
Signer's Name: Jason B. Sachs Signer's Name: _____

Corporate Officer — Title(s): Chief Acctg Officer Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

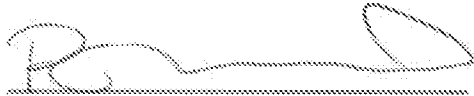


Signer Is Representing: Magnolia Pictures

Signer Is Representing: _____

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Patrick J. Minnick
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004673 FRAME: 0820

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

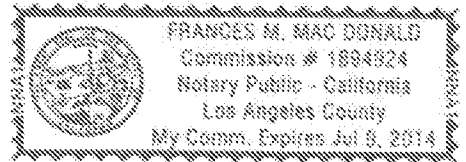
COUNTY OF Los Angeles

On December 5, 2011, before me, Frances Mac Donald, Notary Public, personally appeared Patrick John Minnick 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 Frances M. MacDonald [SEAL]



TRADEMARKS

Magnolia Pictures LLC

<u>Trademark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction of Registration</u>
Magnolia Pictures	Magnolia Pictures LLC	2919326	January 18, 2005	United States
Magnolia Pictures (logo)	Magnolia Pictures LLC	3100797	June 6, 2006	United States
Magnolia Home Entertainment (logo)	Magnolia Pictures LLC	3241622	May 15, 2007	United States
Magnet	Magnolia Pictures LLC	3853065	September 28, 2010	United States
Magnet (logo)	Magnolia Pictures LLC	3853067	September 28, 2010	United States

TRADEMARK LICENSES

None