

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A. (as Administrative Agent and Issuing Bank)		12/06/2011	National Association: United States: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MAGNOLIA PICTURES LLC		
<b>Street Address:</b>	49 West 27th Street, 7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2919326	MAGNOLIA PICTURES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
<b>Phone:</b>	202-739-5652		
<b>Email:</b>	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>			
<b>Correspondent Name:</b>	Catherine R. Howell, Senior Paralegal		
<b>Address Line 1:</b>	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	066397-0295		
<b>NAME OF SUBMITTER:</b>	Catherine R. Howell, Senior Paralegal		

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**TRADEMARK**  
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Signature:	/Catherine R. Howell/
Date:	12/07/2011
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## **TERMINATION OF TRADEMARK SECURITY INTEREST**

This TERMINATION OF TRADEMARK SECURITY INTEREST (this "Termination") is executed as of December 6, 2011 by JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") pursuant to that certain Credit, Security, Pledge and Guaranty Agreement, dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms therein), by and among 2929 Entertainment LP, as borrower (the "Borrower"), the guarantors referred to therein (the "Guarantors"; together with the Borrower, the "Credit Parties"), the lenders referred to therein (the "Lenders"), the Administrative Agent and JPMorgan Chase Bank, N.A., as issuing bank (the "Issuing Bank").

WHEREAS, pursuant to the Credit Agreement, certain of the Credit Parties (as applicable) executed and delivered to the Administrative Agent (for the benefit of itself, the Lenders and the Issuing Bank) (a) that certain "Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)" dated as of August 4, 2006, as recorded with the United States Patent and Trademark Office at Reel/Frame 3369/0778 on August 15, 2006 (the "Trademark Security Agreement"), (b) that certain "Supplement No. 1 to the Trademark Security Agreement dated as of August 4, 2006" dated as of April 13, 2007, (c) that certain "Supplement No. 2 to the Trademark Security Agreement dated as of August 4, 2006" dated as of November 5, 2007 (d) that certain "Supplement No. 3 to the Trademark Security Agreement dated as of August 4, 2006" dated as of February 27, 2008 and (e) that certain "Supplement No. 4 to the Trademark Security Agreement dated as of August 4, 2006" dated as of August 28, 2008 (the document referred to in clauses (b) through (e), collectively, the "Trademark Security Agreement Supplements").

WHEREAS, the Credit Agreement, the Trademark Security Agreement, the Trademark Security Agreement Supplements, and all other Fundamental Documents have been terminated and all outstanding Obligations due under the Fundamental Documents have been paid in full.

For good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent hereby, on behalf of itself, the Lenders and the Issuing Bank, unconditionally:

(a) releases and terminates any and all liens and security interests granted to it (for the benefit of itself, the Lenders and the Issuing Bank) in the Trademark Collateral (as defined in the Trademark Security Agreement) pursuant to the Fundamental Documents including, without limitation, any and all security interests and liens created pursuant to the Trademark Security Agreement and the Trademark Security Agreement Supplements and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Trademark Collateral described therein, including without limitation, all of the Borrower and Guarantors' respective right, title and interest, throughout the world in perpetuity, in and to the trademarks set forth in Schedule 1 attached hereto and all trademarks (including all

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renewals and extensions thereof) and other rights in such trademarks and the proceeds of such Collateral;

(b) to the extent that the Administrative Agent, any of the Lenders or the Issuing Bank shall be deemed to have any right, title or interest in the Collateral pursuant to the Fundamental Documents, retransfers and reassigns to the Borrower or the Guarantors (as applicable) without recourse, representation or warranty all of such right, title and interest; and

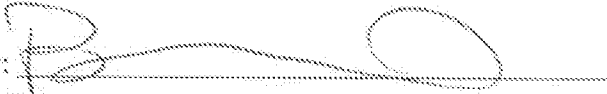
(c) the Administrative Agent shall, at the cost and expense of the Borrower, promptly execute and deliver to the Borrower all documents and instruments reasonably requested by the Borrower to further evidence the release and termination of the liens, security interests and other rights in favor of the Administrative Agent, the Lenders and the Issuing Bank described herein.

This Termination shall be governed by the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Interest to be executed by its duly authorized officer as of December 5, 2011 and effective as of the date first written above.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the benefit of itself, the  
Lenders and the Issuing Bank

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

[Signature Page to Termination of Trademark Security Interest]

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

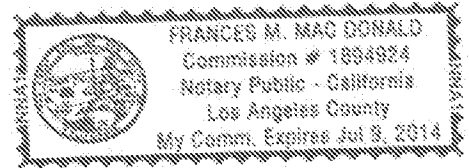
COUNTY OF Los Angeles

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. Mac Donald [SEAL]



**SCHEDULE 1**

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Country</u>
Magnolia Pictures	Magnolia Pictures LLC	2919326	United States
2929 Entertainment	2929 Entertainment LP	2827480	United States

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