

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Second Lien Collateral Agent		12/07/2011	PLC: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	MIRAMAX FILM NY, LLC		
Street Address:	1601 Cloverfield Blvd.		
Internal Address:	Suite 2000N		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2713215	MIRAMAX	
Registration Number:	2423329	MIRAMAX	
Registration Number:	3552168	MIRAMAX RECORDS	
Registration Number:	2757112	ISLAND OF LOST DREAMS	
Registration Number:	2809645	SPY KIDS	
CORRESPONDENCE DATA			
Fax Number:	(310)500-3501		
Email:	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>			
Correspondent Name:	Paul D. Swanson		
Address Line 1:	1100 Glendon Avenue		
Address Line 2:	14th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90024		

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NAME OF SUBMITTER:	Chet Devaskar
Signature:	/cdevaskar/
Date:	12/17/2011
Total Attachments: 3 source=11.4 -- Termination of Grant of Second Lien Security Interest in US Trademarks#page1.tif source=11.4 -- Termination of Grant of Second Lien Security Interest in US Trademarks#page2.tif source=11.4 -- Termination of Grant of Second Lien Security Interest in US Trademarks#page3.tif	

**Termination of Grant of Second Lien Security Interest
in United States Patents and Trademarks**

EFFECTIVE DATE: December 7, 2011

Reference is made to the Grant of Second Lien Security Interest in United States Patent and Trademarks, dated December 22, 2010 (USPTO Reel/Frame: 004440/0641) (the "Grant of Second Lien Security Interest"), made by Miramax Film NY, LLC, a New York limited liability company (the "Grantor") in favor of BARCLAYS BANK PLC, as Second Lien Collateral Agent (the "Grantee"), pursuant to which the Grantor granted the Grantee a security interest in all of the Grantor's right, title and interest in, to and under the "Patent and Trademark Collateral" specified therein, including without limitation: (1) each United States patent and patent application; and (2) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each United States trademark, trademark registration and trademark application referred to in Schedule A hereto, and all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or dilution of any Trademark.

The Grantee hereby relinquishes and terminates all right, title and interest granted to it pursuant to the Grant of Second Lien Security Interest. The Grant of Second Lien Security Interest is hereby terminated in its entirety and hereafter shall have no further force or effect.

IN WITNESS WHEREOF, the Grantee has executed and delivered this Termination of Grant of Second Lien Security Interest in United States Patent and Trademarks by and through its duly authorized representative as of the date first noted above.

BARCLAYS BANK PLC,
as Second Lien Collateral Agent,
as Grantee

By: 
Name: Kevin Cullen
Title: Director

SCHEDULE A

TRADEMARKS

MARK	CLASS(ES)	COUNTRY	REG. NO.	REG. DATE
MIRAMAX	09, 41	United States	2713215	05/05/03
MIRAMAX	16	United States	2423329	01/23/01
MIRAMAX RECORDS	09	United States	3552168	12/23/08
ISLAND OF LOST DREAMS	41	United States	2757112	08/26/03
SPY KIDS	09	United States	2809645	02/03/04