

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REKAB TSERROF, L.C.		12/30/2011	LIMITED LIABILITY COMPANY: UTAH
REKAB SUDSKANY, L.C.		12/30/2011	LIMITED LIABILITY COMPANY: UTAH
FEATURE FILMS FOR FAMILIES, INC.		12/30/2011	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	U.S. Bancorp Center, BC-MN-H22A, 800 Nicollet Mall, 22nd Floor
Internal Address:	Bruce Olson, Special Assets Group
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402-7020
Entity Type:	National Banking Association National Bank: UNKNOWN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3031875	CHARACTERADE
Registration Number:	1806563	FEATURE FILMS FOR FAMILIES
Registration Number:	3789455	FEATURE FILMS FOR FAMILIES
Registration Number:	3948678	STEPPING STONES ENTERTAINMENT
Registration Number:	3948679	STEPPING STONES ENTERTAINMENT
Registration Number:	3948680	STEPPING STONES ENTERTAINMENT
Registration Number:	3084641	THIS VERSION APPROVED BY FEATURE FILMS FOR FAMILIES

CORRESPONDENCE DATA

CH \$190.00 3031875

Fax Number: (303)629-3450
Phone: 303-629-3400
Email: johnson.marilyn@dorsey.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Dorsey & Whitney LLP
Address Line 1: 1400 Wewatta Street, Suite 400
Address Line 2: IP Department
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	M231179 ~ 059235-10127
NAME OF SUBMITTER:	Brad J. Hattenbach
Signature:	/BJH 3114/
Date:	01/12/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2011 (as the same may from time to time be amended, modified, extended, renewed or restated, this "Trademark Security Agreement"), by Rekab Tserrof, L.C., a Utah limited liability company, (the "Company") and each of the other corporations, limited liability companies and partnerships listed on the signature pages hereto (together with the Company, each a "Grantor" and together the "Grantors"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Administrative Agent (the "Administrative Agent") for itself and for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and among the Company, certain other Grantors party thereto from time to time, the Lenders party thereto from time to time, U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent and Lead Arranger, and others party thereto (including all annexes, exhibits or schedules thereto, as the same may from time to time be amended, modified, extended, renewed or restated, the "Loan Agreement"), Lenders have agreed to make certain loans and financial accommodations to the Borrowers;

WHEREAS, the Administrative Agent and the Lenders are willing to make certain loans and financial accommodations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for itself and the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as the same may from time to time be amended, modified, extended, renewed or restated, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for itself and the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each of the Grantors hereby grants to the Administrative Agent, for itself and the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and applications for trademark registration, both registered and unregistered, state and federal, domestic and foreign, including, without limitation, those referred to on Schedule I hereto, as well as all common law trademarks in which rights may be claimed through use thereof, and all Intellectual Property Licenses in and to its Trademarks;
 - (b) all rights of registration, renewal, and extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of each Trademark and each such Intellectual Property License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any such Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any such Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for itself and the benefit of the Secured Parties, under the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


REKAB TSERROF, L.C.,
a Utah limited liability company,
as Company and as Grantor

By: 
Name: Forrest S. Baker III, Trustee of the
Forrest S. Baker III Trust, u/a/d 12/30/92, as
amended
Its: Manager

REKAB SUDSKANY, L.C.,
a Utah limited liability company,
as Grantor

By: 
Name: Forrest S. Baker III, Trustee of the
Forrest S. Baker III Trust, u/a/d 12/30/92, as
amended
Its: Manager


FEATURE FILMS FOR FAMILIES, INC.,
a Utah corporation,
as Grantor

By: 
Name: Forrest S. Baker III
Its: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

U. S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By:


Name: BRUCE B. OLSON
Title: VICE PRESIDENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark/ Servicemark	Serial Number	Registration Number	Registration Date	Registered Owner
CHARACTERADE	78494674	3031875	12-20-2005	Rekab Sudskany, L.C.
FEATURE FILMS FOR FAMILIES	74327047	1806563	11-23-1993	Rekab Tserrof, L.C.
FEATURE FILMS FOR FAMILIES	77716602	3789455	5-18-2010	Rekab Sudskany, L.C.
STEPPING STONES ENTERTAINMENT	77849934	3948678	4-19-2011	Rekab Sudskany, L.C.
STEPPING STONES ENTERTAINMENT	77849950	3948679	4-19-2011	Rekab Sudskany, L.C.
STEPPING STONES ENTERTAINMENT	77849961	3948680	4-19-2011	Rekab Sudskany, L.C.
THIS VERSION APPROVED BY FEATURE FILMS FOR FAMILIES	78496287	3084641	4-25-2006	Rekab Sudskany, L.C.