

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Security Agreement: Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RHI Entertainment, LLC		11/15/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association; as Administrative Agent
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290 (ATTN: JOSHUA JAMES)
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402-1544
Entity Type:	National Association: United States: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78805714	RHI ENTERTAINMENT
Serial Number:	78805824	RHI ENTERTAINMENT
Serial Number:	78806219	RHI ENTERTAINMENT
Serial Number:	78806360	RHI ENTERTAINMENT
Serial Number:	85437932	RHI ENTERTAINMENT
Serial Number:	85437935	RHI ENTERTAINMENT

CORRESPONDENCE DATA

Fax Number: (202)739-3001
 Phone: 202-739-5652
 Email: chowell@morganlewis.com

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

Correspondent Name: Catherine R. Howell, Senior Paralegal
 Address Line 1: 1111 Pennsylvania Ave., N.W.

CH \$165.00 78805714

Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0331
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	02/08/2012

Total Attachments: 18

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THE SECURITY INTERESTS EVIDENCED BY THIS SUPPLEMENT NO. 1 TO THE TRADEMARK SECURITY AGREEMENT ARE SUBORDINATED TO OTHER SECURITY INTERESTS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, AND ARE OTHERWISE SUBJECT TO THE TERMS OF, THE INTERCREDITOR AGREEMENT DATED AS OF APRIL 1, 2011, BY AND AMONG RHI ENTERTAINMENT, LLC, THE GUARANTORS REFERRED TO THEREIN, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT UNDER THE CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT (FIRST LIEN) DATED AS OF APRIL 1, 2011, WILMINGTON TRUST FSB, AS ADMINISTRATIVE AGENT UNDER THE CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT (SECOND LIEN) DATED AS OF APRIL 1, 2011 AND JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT UNDER THE SECOND AMENDED AND RESTATED CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT (THIRD LIEN) DATED AS OF APRIL 1, 2011.

SUPPLEMENT NO. 1
TO THE TRADEMARK SECURITY AGREEMENT – “2011 SECOND LIEN FACILITY”
DATED AS OF APRIL 1, 2011

WHEREAS, pursuant to the terms of that certain Credit, Security, Guaranty and Pledge Agreement (Second Lien) dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”) among RHI Entertainment, LLC (the “Borrower”) and the Guarantors referred to therein (the Borrower and the Guarantors being collectively referred to herein as the “Pledgors”, and individually as a “Pledgor”), the Lenders referred to therein (the “Lenders”) and Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), the Lenders have agreed to make loans to the Borrower;

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of April 1, 2011 (as the same may be amended or supplemented from time to time, the “Trademark Security Agreement”), pursuant to which each of the Pledgors has granted to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing 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, 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, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement and Schedule B to the Trademark Security Agreement does not reflect all Trademarks licenses acquired by the Pledgors since the date of execution of the Trademark Security Agreement.

THEREFORE,

A. Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all of such Pledgor's right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement and each and every Trademark license added to Schedule B to the Trademark Security Agreement, pursuant to paragraph B below, together with the goodwill of the business connected with, and symbolized by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A and Schedule B thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the Schedule 1 hereto hereby replace those set forth on Schedule A to the Trademark Security Agreement and the Trademarks listed on Schedule 2 hereto hereby replace those set forth on Schedule B to the Trademark Security Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed

or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of November 15, 2011.

PLEDGORS:

RHI ENTERTAINMENT, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CFO and Secretary

RHI ENTERTAINMENT, INC.

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CEO and Secretary

RHI ENTERTAINMENT HOLDINGS II, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CFO and Secretary

RHIE HOLDINGS INC.

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CFO and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CFO and Secretary

RHI ENTERTAINMENT PRODUCTIONS, LLC

By David R Coke
Name: David Coke
Title: Senior VP, Controller and Treasurer

RHI INTERNATIONAL DISTRIBUTION INC.

By David R Coke
Name: David Coke
Title: Senior VP, Controller and Treasurer

LIBRARY STORAGE, INC.

By David R Coke
Name: David Coke
Title: Senior VP, Controller and Treasurer

RHI ENTERTAINMENT LTD

By David R Coke
Name: David Coke
Title: Senior VP, Controller and Treasurer
Authorized Signatory

ACCEPTED:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: **Joshua G. James**
Title: **Banking Officer**

STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew P. Hines,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, COO and Secretary
of the company known as RHI ENTERTAINMENT, LLC (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF New York)

COUNTY OF New York) ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew P. Hines,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, & Fund Secretary
of the company known as RHI ENTERTAINMENT, INC. (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BLG059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)

COUNTY OF New York : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew P. Hines,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, (and) Secretary
of the company known as RHI ENTERTAINMENT HOLDINGS II, LLC (the "Company") who
executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)
COUNTY OF New York) : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew P. Hines,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, COO and Secretary
of the company known as RHI ENTERTAINMENT DISTRIBUTION, LLC (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Lake,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Senior VP, Controller and Treasurer
of the company known as RHI ENTERTAINMENT PRODUCTIONS, LLC (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)

COUNTY OF New York) ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Lopez,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Senior VP, Controller and Treasurer
of the company known as RHI INTERNATIONAL DISTRIBUTION INC. (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

Alan H. Block
Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)

COUNTY OF New York) ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Cole,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Sever of, Controller and Treasurer
of the company known as LIBRARY STORAGE, INC. (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF New York)
COUNTY OF New York : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Cole,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Authorized Signatory
of the company known as RHI ENTERTAINMENT LTD (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

SCHEDULE 1

TRADEMARKS

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805714	3,843,184	Filed 8/27/2007, Registered 8/31/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805824	3,851,741	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806219	3,851,742	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT & Design
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806360	3,849,002	Filed 8/27/2007, Registered 9/14/2010	RHI ENTERTAINMENT & Design
UNITED STATES	RHI ENTERTAINMENT, LLC	85/437932	<i>Awaiting</i>	Filed 10/3/2011	RHI ENTERTAINMENT & Design (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/437935	<i>Awaiting</i>	Filed 10/3/2011	RHI ENTERTAINMENT & Design (NEW LOGO)
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009352, A0009357, A0009359	N/A	Filed 8/24/2007	RHI ENTERTAINMENT

TRADEMARK

REEL: 004713 FRAME: 0405

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009379, A0009380, A0009388	N/A	Filed 8/27/2007	RHI ENTERTAINMENT & Design
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009348	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009349	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE & Design

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SCHEDULE 2

TRADEMARK LICENSES

None.