

## 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
Blacklist Productions, LLC		02/29/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Community National Bank		
Street Address:	200 Middle Neck Road		
Internal Address:	Conrad Gunther		
City:	Great Neck		
State/Country:	NEW YORK		
Postal Code:	11021		
Entity Type:	bank: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3527159	BLACKLIST	
Registration Number:	3527160	BLACKLIST	
CORRESPONDENCE DATA			
Fax Number:	(516)393-8282		
Phone:	516-746-8000 x402		
Email:	phealy@jaspanllp.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:	Jaspan Schlesinger		
Address Line 1:	300 Garden City Plaza		
Address Line 2:	Paula Healy		
Address Line 4:	Garden City, NEW YORK 11530		
ATTORNEY DOCKET NUMBER:	059004		
NAME OF SUBMITTER:	Paula Healy		

OP \$65.00 3527159

TRADEMARK

Signature:	/s/
Date:	03/14/2012
<b>Total Attachments: 4</b> source=Trademark Security Agreement Recording - Blacklist - 16#page1.tif source=Trademark Security Agreement Recording - Blacklist - 16#page2.tif source=Trademark Security Agreement Recording - Blacklist - 16#page3.tif source=Trademark Security Agreement Recording - Blacklist - 16#page4.tif	

## TRADEMARK SECURITY AGREEMENT FOR RECORDING

WHEREAS, BLACKLIST PRODUCTIONS, LLC, a Delaware limited liability company having its chief executive office at 124 Rivington Street, New York, New York 10002 ("**Grantor**") owns the Trademarks and Licenses (each as defined below) listed on Schedule A hereto;

WHEREAS, Grantor is a wholly owned subsidiary of Psyop Media Company, LLC, a Delaware limited liability company ("**Borrower**");

WHEREAS, Borrower and Community National Bank ("**Grantee**") are parties to a Loan Agreement of even date herewith (the "**Loan Agreement**");

WHEREAS, pursuant to the terms of the Trademark Security Agreement of even date herewith between Grantor and Grantee (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**"; capitalized terms not defined herein being used as defined or referred to in the Security Agreement), which has been entered into pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a continuing security interest in all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(a) trademarks, trademark registrations, trade names and trademark applications for any of the foregoing in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and applications listed on Schedule A, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registration and applications, together with the items described in clauses (i) through (iv) in this paragraph (a), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(b) license agreements with any other party in connection with any Trademarks or such other party's trademarks or trademark applications, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule A, and the right to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered

by such license agreements (all of the foregoing being hereinafter referred to collectively as the "Licenses"); and

(c) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

Until the Termination Date, upon the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes Grantee to make, constitute and appoint any officer or agent of Grantee as Grantor's true and lawful attorney-in-fact, with power (but not the obligation) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademark Collateral, or (ii) take any other actions with respect to the Trademark Collateral, including actions to enforce the Trademark Collateral, as Grantee deems in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone free and clear of any encumbrance upon title thereof (other than any encumbrance created hereby).

Until the Termination Date, Grantor that it will not sell, assign or otherwise transfer any of its right, title or interest in, or grant any license under, any of the Trademark Collateral without the prior written consent of Grantee.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby further acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement for Recording to be duly executed by its officer thereunto duly authorized as of the 29<sup>th</sup> day of February, 2012.

BLACKLIST PRODUCTIONS, LLC

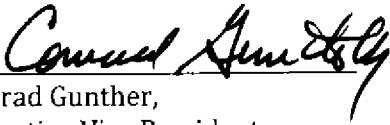
By:  \_\_\_\_\_

Robert Walston,  
President and Chief Executive Officer

By:  \_\_\_\_\_  
Thomas Boyle, Chief Financial Officer

Acknowledged:

COMMUNITY NATIONAL BANK

By:   
Conrad Gunther,  
Executive Vice President

**SCHEDULE A**  
**Trademarks and Licenses**

- 1. Pending Trademark Applications: None
- 2. Registered Trademarks:

Trademark	Registration Number	Registration Date	Country
BLACKLIST	3,527,159	11/04/08	US
BLACKLIST	3,527,160	11/04/08	US

- 3. Licenses: None