

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
Cinram (U.S.) Holdings Inc.		06/15/2012	CORPORATION: DELAWARE
Cinram, Inc.		06/15/2012	CORPORATION: DELAWARE
Cinram International Inc.		06/15/2012	CORPORATION: CANADA
One K Studios, LLC		06/15/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	JP Morgan Chase Bank, N.A.
Street Address:	270 Park Avenue
Internal Address:	Mail Code: NY 1-K425 Attn.: Jane Orndahl
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4078474	CINRAM
Serial Number:	85380853	CINRAM RETAIL SERVICES
Registration Number:	4143377	DITAN
Registration Number:	4046235	GRIP FLIX
Serial Number:	85361516	VISION
Serial Number:	85500896	1K STUDIOS
Serial Number:	85498410	LIFECYCLE
Serial Number:	85574449	SHOWBOOK

CORRESPONDENCE DATA

CH \$215.00 4078474

Fax Number: 3026365454

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	243429
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/15/2012

Total Attachments: 10

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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 1) Cinram (U.S.) Holdings Inc.
 2) Cinram, Inc.
 3) Cinram International Inc
 4) One K Studios, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other 1) Delaware 3) Canada 4) California _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached? Yes No

Name: JP Morgan Chase Bank, N.A.
 Internal
 Address: Mail Code: NY1-K425; Attention: Jane Orndahl
 Street Address: 270 Park Avenue
 City: New York
 State: NY
 Country: USA Zip: 10017

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) June 15, 2012

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
 See Schedule 2

B. Trademark Registration No.(s)
 See Schedule 2

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 See Schedule 2

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company
 Internal Address: Suite 210
 Street Address: 180 Avenue of the Americas
 City: New York
 State: NY Zip: 10035
 Phone Number: 212-299-5600
 Fax Number: 212-299-5656
 Email Address: ORDER@CS.COM

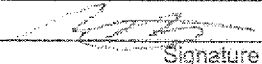
6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature:  06/15/12
 Signature Date

Fernando Martinez
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June ¹⁵, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "*Securing Parties*") in favor of JPMorgan Chase Bank, N.A. ("*JPMCB*"), as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cinram (U.S.) Holding's Inc., a corporation organized under the laws of the State of Delaware (the "*Borrower*"), the other companies named therein as Guarantors, the financial institutions named therein as Lenders, and JPMCB, as Administrative Agent, have entered into that Second Lien Credit Agreement dated as of April 11, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and the Security Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Term Advances under the Credit Agreement, each Securing Party has executed and delivered that certain second lien Security Agreement dated April 11, 2011 made by the Securing Parties to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Securing Parties have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Securing Parties, and have agreed as a condition thereof to execute this IP Security Agreement for the purposes of recording the grant of the security interest in such intellectual property with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Securing Party agrees as follows:

SECTION 1. Grant of Security. Each Securing Party hereby confirms the grant to the Administrative Agent, for the ratable benefit of the Secured Parties, under the terms of the Security Agreement of a security interest in all of such Securing Party's right, title and interest in and to the United States patents, patent applications, trademark registrations and applications and copyright registrations as set forth in Schedules 1 through 3 hereto, and the right to recover for past, present and future infringements or misappropriations thereof and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "*Collateral*"). For the avoidance of doubt, the parties hereto agree and acknowledge that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under the applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Securing Party under the Security Agreement, as evidenced by this IP Security Agreement, secures the payment of all Secured Obligations of such Securing Party now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Securing Party authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to the terms of the Security Agreement. Each Securing Party does hereby acknowledge and confirm that the grant of the security interest referenced herein to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

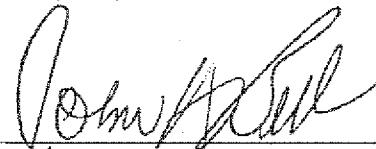
SECTION 6. Termination of Security Interest. Pursuant to Section 5.12 of the Security Agreement, upon the payment in full of the Secured Obligations, as more fully set forth therein, this IP Security Agreement shall terminate, and the Administrative Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the respective Securing Party. All rights of the Administrative Agent in the Collateral shall revert to the Securing Party without delivery of any instrument or performance of any act by any party. The Administrative Agent shall also execute and deliver to the respective Securing Party upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the respective Securing Party to effect the termination and release of the Liens on the Collateral.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


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IN WITNESS WHEREOF, each Securing Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

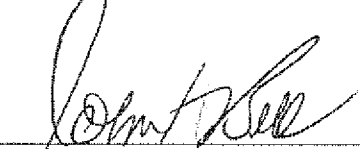
CINRAM (U.S.) HOLDING'S INC.

BY: 
Name: JOHN H. BELL
Title: A.S.O.

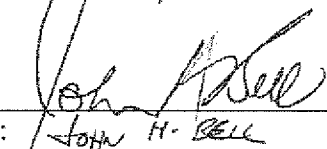
CINRAM, INC.

BY: 
Name: JOHN H. BELL
Title: A.S.O.

CINRAM INTERNATIONAL INC.

BY: 
Name: JOHN H. BELL
Title: CFO.

ONE K STUDIOS, LLC

BY: 
Name: JOHN H. BELL
Title: VP & TREASURER

Schedule 1

LIST OF PATENTS AND PATENT APPLICATIONS

Cinram International Inc.

Title	Appl. No.	Filed	Patent/Publ. No. Status	
APPARATUS AND METHOD FOR FORMING REFLECTIVE LAYER OF OPTICAL DISC	11/136,229	May 24, 2005	2006/0270080 A1 7,978,583	Granted
APPARATUS AND METHOD FOR MINIMIZING REGISTRATION ERRORS WHEN MOUNTING PLATE CYLINDERS IN AN OPTICAL DISC PRINTING SYSTEM	10/988,302	Nov. 12, 2004	7,325,287	Granted
SECURE OPTICAL MEDIA STORAGE	10/987,768	Nov. 12, 2004	2006/0104190 A1 8,151,366	Granted
SECURE OPTICAL MEDIA STORAGE	12/718,889 (div. of 10/987,768)	March 5, 2010	[—]	Filed
OPTICAL DISC WITH TEXTURED EDGE	11/095,903	March 31, 2005	2006/0222808 A1 7,906,194	Granted
OPTICAL DISC WITH TEXTURED EDGE	13/022,094	February 7, 2011	2011/0171416 A1	Filed
IMPROVED APPARATUS FOR MULTILEVEL OPTICAL RECORDING	11/042,893	Jan. 25, 2005	2006/0165419 A1	Filed (on appeal)
PROCESS FOR ENHANCING DYE POLYMER RECORDING YIELDS BY PRE-SCANNING COATED SUBSTRATE FOR DEFECTS	11/057,941	Feb. 15, 2005	2006/0181706 A1	Filed (on appeal)
TECHNIQUES FOR FORMING BURST CUTTING AREA MARK (Title used in Non-Provisional application)	11/301,312 (60/687,101)	Dec. 12, 2005 (June 3, 2005)	2006/0274617 A1	Filed
TECHNIQUES FOR FORMING BURST CUTTING AREA MARK (Title used in parent Non-Provisional application)	12/567,886 (div of 11/301,312)	Sept. 28, 2009	8,147,729	Granted

Title	Appl. No.	Filed	Patent/Publ. No. Status	
IMPROVED APPARATUS AND METHOD FOR DETECTING LASER DROPOUT	11/176,774	July 7, 2005	7,535,806	Granted
BONDED PRE-RECORDED AND RECORDABLE OPTICAL DISC	11/181,156	July 14, 2005	7,564,771	Granted
APPARATUS AND METHOD FOR IMPROVING PACKAGING FLOW	11/197,904	Aug. 5, 2005	7,419,045	Granted
SPINDLE SLEEVE	11/259,487	Oct. 26, 2005	2007/0090006 A1	Filed(on appeal)
MULTI-PURPOSE HIGH-DENSITY OPTICAL DISC	11/284,687 (60/733,598)	Nov. 22, 2005 (Nov. 3, 2005)	7,684,309	Granted
MULTI-PURPOSE HIGH-DENSITY OPTICAL DISC	12/696,878 (contin. of 11/284,687)	January 29, 2010 (Nov. 22, 2005)	7,986,601	Granted
METHOD FOR FORMING LIGHT-TRANSMITTING COVER LAYER FOR OPTICAL RECORDING MEDIUM	11/715,249 (60/781,085)	March 6, 2007 (March 9, 2006)	7,910,191	Granted
MULTI-IMAGE DISC MOLDING APPARATUS AND METHOD FOR SMALL FORM FACTOR DISC REPLICATION	11/938,572 (60/860,556; 60/928,837)	Nov. 12, 2007 (Nov. 21, 2006; May 11, 2007)		Filed
APPARATUS AND METHOD FOR SEPARATING TOPMOST DISC-LIKE OBJECT FROM A STACK	11/705,682	Feb. 13, 2007	7,637,713	Granted
METHOD AND APPARATUS FOR SEPARATING DUMMY DISC FROM MULTI-LAYER SUBSTRATE FOR OPTICAL STORAGE MEDIUM	11/936,625 (60/860,286)	Nov. 7, 2007 (Nov. 20, 2006)	7,946,015	Granted
HIGH-DENSITY OPTICAL RECORDING MEDIA AND METHOD FOR MAKING SAME	11/726,968	March 22, 2007	7,986,611	Granted
RECORDING MEDIA WITH FEATURES TO RENDER MEDIA UNREADABLE AND METHOD AND APPARATUS FOR REPLICATION OF SAID MEDIA	12/126,667 (60/931,849)	May 23, 2008 (May 25, 2007)	8,031,580	Granted
MANUFACTURING OF OPTICAL RECORDING MEDIA	61/316,055	March 22, 2010		Filed

Title	Appl. No.	Filed	Patent/Publ. No. Status	
DUAL SIDED OPTICAL STORAGE MEDIA AND METHOD FOR MAKING SAME	(61/249,949) 12/896,344	October 8, 2009 October 1, 2010		Filed
CONTROLLING ACCESS TO DIGITAL CONTENT	(61/260,499) 12/945,320	Nov. 12, 2009 Nov. 12, 2010		Filed
TIMELINE MARKS FOR DIGITAL MEDIA	(61/309,212) 13/028,709	March 1, 2010 Feb. 6, 2011		Filed
CONTENT UNLOCKING	(61/290,052) 12/978,299	December 24, 2009 Dec. 23, 2010		Filed
OPTICAL RECORDING MEDIUM AND BCA RECORDING METHOD AND APPARATUS	(61/331,250) 13/100,513	May 4, 2010 May 4, 2011		Filed
MEDIA REPLICATION METHOD & COPY PROTECTION METHOD & APPARATUSES THEREFOR	(61/362,215) 13/100,653	July 7, 2010 May 4, 2011		Filed
REPRODUCTION METHOD FOR AUDIOVISUAL CONTENT	61/621,688	April 9, 2012		
METHODS, APPARATUS AND RECORDING MEDIUM FOR SELECTIVE ACCESS TO CONTENT	61/500,839	June 24, 2011		

Schedule 2

**LIST OF TRADE NAMES, TRADEMARKS, SERVICE MARKS, TRADEMARK AND
SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND
SERVICE MARK REGISTRATIONS**

Cinram International Inc.

Trademark	Reg. No./Date	App. No./Filed	Status
CINRAM & design	4,078,474 January 3, 2012	77-806,166 August 17, 2009	Registered
CINRAM RETAIL SERVICES		85-380,853 July 26, 2011	Pending
DITAN	4,143,377 May 15, 2012	85-095,960 July 29, 2010	Registered
GRIP FLIX & DESIGN	4,046,235 October 25, 2011	85-019318 April 21, 2010	Registered
VISION & DESIGN		85-361,516 July 1, 2011	Pending

One K Studios, LLC

Trademark	Reg. No. / Date	App. No. / Filed	Status
IKSTUDIOS		85-500,896 December 21, 2011	Pending
LIFECYCLE		85-498,410 December 19, 2011	Pending
SHOWBOOK		85-574,449 March 20, 2012	Pending

Schedule 3

COPYRIGHTS

	Copyright Title	Author	Copyright Number	Owner
01	Measuring print characteristics	Ivy Hill Corporation	TXu 573-080 (1992)	Cinram, Inc.

