

## 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
Image/Madacy Home Entertainment, LLC		10/03/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	3333 Peachtree Road		
Internal Address:	Attn: Cynthia Burton		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4137664	IMAGE MADACY ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	566957-640036		
NAME OF SUBMITTER:	Sidney R. Brown		

Signature:	/Sidney R. Brown/
Date:	10/18/2012
<b>Total Attachments: 5</b> source=SunTrust Acorn 2012- Image Madacy Home Entertainment Trademark Security Agreement#page1.tif source=SunTrust Acorn 2012- Image Madacy Home Entertainment Trademark Security Agreement#page2.tif source=SunTrust Acorn 2012- Image Madacy Home Entertainment Trademark Security Agreement#page3.tif source=SunTrust Acorn 2012- Image Madacy Home Entertainment Trademark Security Agreement#page4.tif source=SunTrust Acorn 2012- Image Madacy Home Entertainment Trademark Security Agreement#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

## IMAGE/MADACY HOME ENTERTAINMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 3, 2012, is between IMAGE/MADACY HOME ENTERTAINMENT (the "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of October 3, 2012 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor and certain of its Affiliates, the Administrative Agent, and the Lenders.

**RECITALS:**

A The Grantor, certain of Grantor's Affiliates, and the Administrative Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement, dated as of October 3, 2012 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement or if not defined therein, the Credit Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien and continuing security interest in all of the 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 presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) except to the extent excluded under the Security Agreement, each trademark license pursuant to which the Grantor is granted a license under any trademark registration of a third party; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement,

dilution or breach (as applicable) of any of the foregoing; or (b) injury to the goodwill associated with any of the foregoing.

The Lien and security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement.

THE SECURITY INTEREST IN THE TRADEMARK COLLATERAL BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the Liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States (and, as applicable, the corresponding entities or agencies in any applicable foreign countries) record this security interest in the Trademark Collateral.

Upon the indefeasible payment in full in cash and the performance of the Secured Obligations (other than unmatured contingent obligations, Secured Hedging Obligations and Bank Product Obligations which are not by their terms required to be satisfied upon the termination of the Credit Agreement) and cancellation of the Commitments under the Credit Agreement, the (1) Lien and security interest granted hereunder shall automatically terminate hereunder and of record, (2) the Trademark Collateral shall be released from the security interest created hereby and all right, title and interest therein, thereto and thereunder shall automatically revert to the Grantor; (3) this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, the Secured Parties, and the Grantor hereunder shall terminate, all and in each case, without delivery of any instrument or performance of any act by any party; and (4) the Administrative Agent shall promptly take any actions reasonably necessary to effect and memorialize the termination and release of the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first above written.

**GRANTOR:**

**IMAGE/MADACY HOME  
ENTERTAINMENT, LLC**

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

Name: John Madagliano

Title: CFO

[RLJ - TRADEMARK SECURITY AGREEMENT-MADACY]

**TRADEMARK  
REEL: 004883 FRAME: 0945**

**ADMINISTRATIVE AGENT:**

SUNTRUST BANK, as Administrative Agent

By:   
Name: Kevin Curtin  
Title: Director

[RLJ - TRADEMARK SECURITY AGREEMENT-MADACY]

**TRADEMARK**  
**REEL: 004883 FRAME: 0946**

**Schedule 1**

**to**

**Trademark Security Agreement**

**FEDERAL TRADEMARKS**

<b>Mark</b>	<b>Grantor's % Ownership</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration Number</b>
Image Madacy Entertainment logo (IMHE)	100	Trademark & Service Mark (US)	4137664