

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest: Supp. 3/Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHI Entertainment, LLC		10/25/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
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		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85437932	RHI ENTERTAINMENT	
Serial Number:	85437935	RHI ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W. Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-0394		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

TRADEMARK

Signature:	/Catherine R. Howell/
Date:	11/29/2012
<p><b>Total Attachments: 16</b></p> <p>source=rhi 2nd lien november 2012#page1.tif source=rhi 2nd lien november 2012#page2.tif source=rhi 2nd lien november 2012#page3.tif source=rhi 2nd lien november 2012#page4.tif source=rhi 2nd lien november 2012#page5.tif source=rhi 2nd lien november 2012#page6.tif source=rhi 2nd lien november 2012#page7.tif source=rhi 2nd lien november 2012#page8.tif source=rhi 2nd lien november 2012#page9.tif source=rhi 2nd lien november 2012#page10.tif source=rhi 2nd lien november 2012#page11.tif source=rhi 2nd lien november 2012#page12.tif source=rhi 2nd lien november 2012#page13.tif source=rhi 2nd lien november 2012#page14.tif source=rhi 2nd lien november 2012#page15.tif source=rhi 2nd lien november 2012#page16.tif</p>	

THE SECURITY INTERESTS EVIDENCED BY THIS SUPPLEMENT NO. 3 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. 3 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 in interest to Wilmington Trust FSB), as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), the Lenders have agreed to make available to the Borrower the second lien term loan facility contemplated therein;

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, supplemented or otherwise modified, renewed, restated or replaced 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, 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.

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 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 are hereby added to Schedule A 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.

C. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

D. Any provision of this Trademark Security Agreement Supplement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

E. This Trademark Security Agreement Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement Supplement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement Supplement. This Trademark Security Agreement Supplement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement Supplement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement Supplement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement Supplement, and the parties hereby waive any right they may have to object to said treatment.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 3 to the Trademark Security Agreement to be duly executed as of October 25, 2012.

PLEDGORS:

RHI ENTERTAINMENT, LLC

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

SONAR ENTERTAINMENT, INC.

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

RHI ENTERTAINMENT HOLDINGS II, LLC

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

RHIE HOLDINGS INC.

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

RHI ENTERTAINMENT DISTRIBUTION, LLC

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

RHI ENTERTAINMENT PRODUCTIONS, LLC

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

RHI INTERNATIONAL DISTRIBUTION INC.

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

LIBRARY STORAGE, INC.


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

RHI ENTERTAINMENT LTD

By David R Coke  
Name: David Coke  
Title: Director

ACCEPTED:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Name: Joshua G. James  
Title: Assistant Vice President



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

On this the 25 day of October, 2012, before me, Alan H. Block,  
the undersigned Notary Public, personally appeared Andrew Hues,

☒ 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.

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

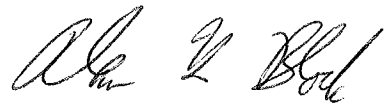
STATE OF New York )  
COUNTY OF New York ) : ss.:

On this the 25 day of October, 2012, before me, Alan H. Block,  
the undersigned Notary Public, personally appeared Andrew Hines,

☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Executive VP Finance, CFO and Secretary  
of the company known as SONAR 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. 01BL6059004  
Qualified in New York County 15  
Commission Expires May 21, 2015

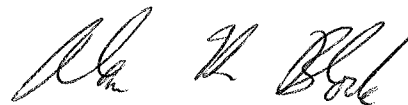
STATE OF New York )  
COUNTY OF New York ) : ss.:

On this the 25 day of October, 2012, before me, Alan H. Block,  
the undersigned Notary Public, personally appeared Andrew Hines,

☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Executive VP Finance, Ops and  
of the company known as RHI ENTERTAINMENT HOLDINGS II, LLC (the "Company") who secretary  
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 )  
 : ss.:  
COUNTY OF New York )

On this the 25 day of October, 2012, before me, Alan H. Block,  
the undersigned Notary Public, personally appeared Andrew Hines,

☒ personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, Ops and  
of the company known as RHIE HOLDINGS INC. (the "Company") who executed the foregoing Secretary  
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

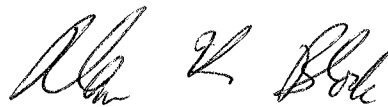
STATE OF New York )  
COUNTY OF New York ) ss.:

On this the 28 day of October, 2012, before me, Alan H. Block,  
the undersigned Notary Public, personally appeared Andrew Hines,

[ ☒ ] personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the Executive VP Finance, CFO and  
of the company known as RHI ENTERTAINMENT DISTRIBUTION, LLC (the "Company") Secretary  
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 25 day of October, 2012, 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 Up Finance, Controller and  
of the company known as RHI ENTERTAINMENT PRODUCTIONS, LLC (the "Company") treasurer  
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 )  
 : ss.:  
COUNTY OF New York )

On this the 25 day of October, 2012, 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 VP Finance, 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 25 day of October, 2012, 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 Sevor VP Finance, Controller and  
of the company known as LIBRARY STORAGE, INC. (the "Company") who executed the Treasurer  
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 LS  
Commission Expires May 21, 2015



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

On this the 25 day of October, 2012, 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 Director  
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**

<b>COUNTRY</b>	<b>OWNER</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>FILING/ REGISTRATION DATE</b>	<b>TRADEMARK</b>
UNITED STATES	RHI ENTERTAINMENT, LLC	85/437932	Notice of Acceptance of Statement of Use received 7/24/202 Awaiting Certificate of Registration	Filed 10/3/2011	RHI ENTERTAINMENT & Design (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/437935	Notice of Acceptance of Statement of Use received 7/24/202 Awaiting Certificate of Registration	Filed 10/3/2011	RHI ENTERTAINMENT & Design (NEW LOGO)