

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Termination of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Lending Services Corporation		01/01/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Intrepid Pictures, LLC		
Street Address:	1221 2nd Street, Suite 200		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78868525	INTREPID PICTURES	
Serial Number:	78868073	INTREPID PICTURES	
CORRESPONDENCE DATA			
Fax Number:	6502130260		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650) 812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	Gail I. Nevius Abbas, Esq.		
Address Line 1:	1841 Page Mill Rd., Suite 200		
Address Line 2:	Manatt, Phelps & Phillips, LLP		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	46154-001(3131)ASSIGNMENT		
NAME OF SUBMITTER:	Patricia Picou Green, Paralegal		
Signature:	/Patricia Picou Green/		

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TRADEMARK

Date:

01/08/2013

Total Attachments: 4

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PARTIAL TERMINATION OF TRADEMARK SECURITY INTEREST

This PARTIAL TERMINATION OF TRADEMARK SECURITY INTEREST (this "Termination") is executed as of January 1, 2013, by CIT Lending Services Corporation, as collateral agent (in its capacity as such, the "Collateral Agent") with reference hereby made to that certain Amended and Restated Note Purchase, Security, Guaranty and Pledge Agreement dated as of July 31, 2008 (as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement") by and among Intrepid Pictures, LLC (the "Pledgor"), the Guarantors referred to therein, the Noteholders named therein (the "Noteholders") and the Collateral Agent. All capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Note Purchase Agreement or the Trademark Security Agreement.

WHEREAS, pursuant to the (i) Note Purchase Agreement; and (ii) the Trademark Security Agreement, the Pledgor has granted to the Collateral Agent (for the benefit of the Collateral Agent and the Noteholders) a continuing security interest in, among other things, all of the Pledgor's right, title and interest in and to each of the trademarks and trademark licenses set forth on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office on August 28, 2008 at Reel 3844/Frame 0072; and

WHEREAS, the Collateral Agent and the Noteholders desire to release their security interests in the Trademarks pursuant to the terms of this Termination.

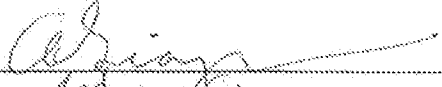
The Collateral Agent hereby, for the benefit of itself and the Noteholders:

- (a) terminates the Trademark Security Agreement;
- (c) releases the liens and security interests granted to it in the Trademarks pursuant to the Note Purchase Agreement and the Trademark Security Agreement or otherwise and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Trademarks;
- (e) to the extent that the Collateral Agent or any of the Noteholders shall be deemed to have any right, title or interest in the Trademarks pursuant to the Note Purchase Agreement or the Trademark Security Agreement, retransfers and reassigns to the Pledgor all of such right, title and interest free and clear of any lien or encumbrance created by or in favor of the Collateral Agent, but otherwise without recourse, representation or warranty; and
- (f) will execute and deliver any and all instruments and documents and take such further actions, without additional consideration, but at Pledgor's sole expense, as may be reasonably necessary or reasonably requested by the Pledgor to document and record with the appropriate authorities the aforesaid release, reassignment and retransfer.

This Termination shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Interest to be executed by its duly authorized officer as of the date first written above.

CIT LENDING SERVICES CORPORATION,
as Collateral Agent for the benefit of itself and the
Noteholders

By: 
Name: *Andrew P. Malone*
Title: *Managing Director*

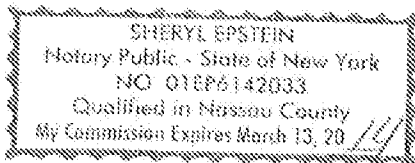
State of New York)
County of New York) SS.

On December 18, 2012, before me, Sheryl Epstein a notary public, personally appeared Andrew Giordano, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sheryl Epstein (Seal)



SCHEDULE 1

TRADEMARKS

Trademark:	Country:	Class:	Serial No.:	Reg. No.:	Reg. Date:
Intrepid Pictures (design)	U.S.	41	78868525	3360754	12/25/2007
Intrepid Pictures	U.S.	41	78868073	3360752	12/25/2007
Intrepid Pictures	Canada	N/A	1319731	70734	2/13/2008
Intrepid Pictures	Community Trademark	41	5379128	5379128	3/19/2007
Intrepid Pictures (and design)	Community Trademark	41	5379383	5379383	8/1/2007

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