

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank		12/21/2012	National Association Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Intrepid Pictures, LLC		
Street Address:	1221 2nd Street, 1221 2nd Street		
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) JPMORGAN		
NAME OF SUBMITTER:	Patricia Picou Green, Paralegal		

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Signature:	/Patricia Picou Green/
Date:	01/08/2013
Total Attachments: 4 source=Term of TM Security Int#page1.tif source=Term of TM Security Int#page2.tif source=Term of TM Security Int#page3.tif source=Term of TM Security Int#page4.tif	

TERMINATION OF TRADEMARK SECURITY INTEREST

This TERMINATION OF TRADEMARK SECURITY INTEREST (this "Termination") is executed as of December 21, 2012, by JPMorgan Chase Bank, N.A., as administrative agent (in its capacity as such, the "Administrative Agent") with reference hereby made to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of July 31, 2008 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") by and among Intrepid Pictures, LLC (the "Pledgor"), the Guarantors referred to therein, the Lenders named therein (the "Lenders"), the Administrative Agent and JPMorgan Chase Bank, N.A., as issuing bank (the "Issuing Bank"). All capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the (i) Credit Agreement; and (ii) the Trademark Security Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of itself, the Lenders and the Issuing Bank) a continuing security interest in, among other things, all of the Pledgor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, each of the trademarks set forth on Schedule 1 attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office on August 25, 2008 at Reel 3840 and Frame 0794; and

WHEREAS, the Commitments under the Credit Agreement have been terminated and all outstanding Obligations due under the Credit Agreement have been paid in full.

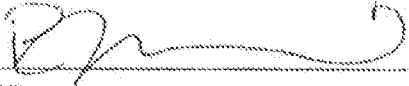
The Administrative Agent hereby:

- (a) terminates the Trademark Security Agreement;
- (c) releases, without recourse, the liens and security interests granted to it in the Trademark Collateral and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Trademark Collateral; and
- (e) to the extent that the Administrative Agent or any of the Lenders shall be deemed to have any right, title or interest in the Trademark Collateral pursuant to the Credit 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 Administrative Agent, but otherwise without recourse, representation or warranty.

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

IN WITNESS WHEREOF, the undersigned has caused this Termination to be duly executed as of the date first written above.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____

Name:

Title:

Patrick J. Minnick
Vice President

State of California

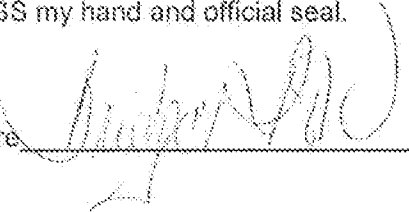
County of Los Angeles

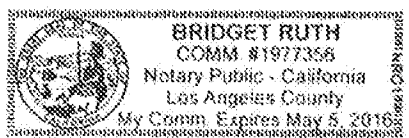
On December 21, 2012 before me, Bridget Ruth, Notary Public

personally appeared Patrick L. Minnick, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SCHEDULE 1

TRADEMARKS

Trademark:	Country:	Class:	Serial No.:	Reg. No.:	Reg. Date:
Intrepid Pictures (and 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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