

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Release/Termination of Trademark Security Interest by Secured Party (original Trademark Security Agreement recorded on June 9, 2011 at Reel/Frame: 004557/0639)														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>JPMorgan Chase Bank, N.A., as Administrative Agent</td> <td></td> <td>03/13/2013</td> <td>National Association:</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	JPMorgan Chase Bank, N.A., as Administrative Agent		03/13/2013	National Association:				
Name	Formerly	Execution Date	Entity Type												
JPMorgan Chase Bank, N.A., as Administrative Agent		03/13/2013	National Association:												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Legendary Pictures Funding, LLC</td> </tr> <tr> <td>Street Address:</td> <td>4000 Warner Blvd., Building 76</td> </tr> <tr> <td>City:</td> <td>Burbank</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>91522</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	Legendary Pictures Funding, LLC	Street Address:	4000 Warner Blvd., Building 76	City:	Burbank	State/Country:	CALIFORNIA	Postal Code:	91522	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Legendary Pictures Funding, LLC														
Street Address:	4000 Warner Blvd., Building 76														
City:	Burbank														
State/Country:	CALIFORNIA														
Postal Code:	91522														
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE														
PROPERTY NUMBERS Total: 3															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3412677</td> <td>LEGENDARY PICTURES</td> </tr> <tr> <td>Registration Number:</td> <td>3621043</td> <td>LEGENDARY</td> </tr> <tr> <td>Registration Number:</td> <td>3656926</td> <td>LEGENDARY</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3412677	LEGENDARY PICTURES	Registration Number:	3621043	LEGENDARY	Registration Number:	3656926	LEGENDARY
Property Type	Number	Word Mark													
Registration Number:	3412677	LEGENDARY PICTURES													
Registration Number:	3621043	LEGENDARY													
Registration Number:	3656926	LEGENDARY													
CORRESPONDENCE DATA															
Fax Number: 2134306407															
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>															
Email: gdurham@omm.com															
Correspondent Name: Gina M. Durham, Esq.															
Address Line 1: 400 S. Hope Street															
Address Line 2: O'Melveny & Myers LLP															
Address Line 4: Los Angeles, CALIFORNIA 90071															
ATTORNEY DOCKET NUMBER:	494,232-041														

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	03/13/2013
Total Attachments: 3 source=TM Release (Borrower)#page1.tif source=TM Release (Borrower)#page2.tif source=TM Release (Borrower)#page3.tif	

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Termination Agreement") is effective as of March 13, 2013 and made by JPMorgan Chase Bank, N.A., as administrative agent to the Lenders defined below (the "Agent"), with reference hereby made to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of March 29, 2012 (as amended from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement), among Legendary Pictures Funding, LLC, as Borrower (the "Grantor"), the Guarantors referred to therein, the Lenders referred to therein (the "Lenders") and the Agent.

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor executed and delivered to the Agent a Trademark Security Agreement, dated as of March 29, 2012 (the "Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement and the Trademark Security Agreement, the Grantor granted to the Agent (for the benefit of the Secured Parties) as security for the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) (the "Trademark Collateral");

WHEREAS, all Commitments under the Credit Agreement have terminated, the Obligations due and owing under the Credit Agreement have been indefeasibly paid in full and no outstanding Obligations remain due and owing; and

WHEREAS, the Agent intends to release and terminate the entirety of its security interest in and to the Trademark Collateral and terminate the Trademark Security Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby:

- a) releases, without recourse, its security interest in all of the right, title and interest of the Grantor in and to the Trademark Collateral, including the trademark registrations listed on Schedule A attached hereto;
- b) to the extent the Agent shall be deemed to have any right, title or interest in or to the Trademark Collateral, retransfers and reassigns to the Grantor, without recourse, representation or warranty, all of such right, title and interest therein;
- c) terminates the Trademark Security Agreement; and
- d) authorizes the Grantor to record this Termination of Trademark Security Agreement with the United States Patent and Trademark Office.

This Termination Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

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

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 

Name:

Patrick J. Minnick



Title:

Vice President

*Signature Page to Termination of Trademark Security Agreement - Borrower
(Legendary - Production Term Loan)*

TRADEMARK
REEL: 004982 FRAME: 0575

TRADEMARK REGISTRATIONS

Trademark	Owner	Jurisdiction	Registration Number / Registration Date
LEGENDARY PICTURES	Legend Pictures, LLC	United States	3412677 / April 15, 2008
 LEGENDARY PICTURES	Legend Pictures, LLC	United States	3621043 / May 12, 2009
 LEGENDARY PICTURES	Legend Pictures, LLC	United States	3656926 / July 21, 2009