

## 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
Tool Time LLC		06/14/2013	LIMITED LIABILITY COMPANY: NEW YORK
Never Die Productions LLC		06/14/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
O.K. Corrales, LLC		06/14/2013	LIMITED LIABILITY COMPANY: NEW YORK
Big Boss, LLC		06/14/2013	LIMITED LIABILITY COMPANY: NEW YORK
The Guys Film Company, Inc.		06/14/2013	CORPORATION: NEW YORK
Corpus LLC		06/14/2013	LIMITED LIABILITY COMPANY: NEW YORK
ContentFilm Productions Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm Pictures Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm Music Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm Rainbow Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm the Sea Change Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm Jellabies Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm Muggers Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm Beep Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm Heartbreakers Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm Wheels Limited		06/14/2013	Limited Company: UNITED KINGDOM
ContentFilm UK Distribution Limited		06/14/2013	Limited Company: UNITED KINGDOM
The Feature Film Company Limited		06/14/2013	Limited Company: UNITED

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TRADEMARK

			KINGDOM
Content Media Corporation International Limited		06/14/2013	Limited Company: UNITED KINGDOM
Fireworks Acquisition Limited		06/14/2013	Limited Company: UNITED KINGDOM
Cobalt Media Capital Limited		06/14/2013	Limited Company: UNITED KINGDOM
Winchester Films, Inc		06/14/2013	CORPORATION: CALIFORNIA
ContentCo Acquisition Company LLC		06/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
2161244 Ontario LTD.		06/14/2013	Limited Company: CANADA
Content International Film and Television Limited		06/14/2013	Limited Company: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	2029 Century Park East
<b>Internal Address:</b>	38th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	76976226	CONTENTFILM
Registration Number:	2738829	CONTENTFILM
Registration Number:	4116402	CONTENT FILM TELEVISION DIGITAL
Registration Number:	4116395	CONTENT MEDIA CORPORATION
Registration Number:	4116396	CONTENT FILM TELEVISION DIGITAL

**CORRESPONDENCE DATA**

Fax Number: 2027393001  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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

**TRADEMARK**

**REEL: 005050 FRAME: 0862**

	066397-0312
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	06/18/2013
<p>Total Attachments: 20 source=content executed#page1.tif source=content executed#page2.tif source=content executed#page3.tif source=content executed#page4.tif source=content executed#page5.tif source=content executed#page6.tif source=content executed#page7.tif source=content executed#page8.tif source=content executed#page9.tif source=content executed#page10.tif source=content executed#page11.tif source=content executed#page12.tif source=content executed#page13.tif source=content executed#page14.tif source=content executed#page15.tif source=content executed#page16.tif source=content executed#page17.tif source=content executed#page18.tif source=content executed#page19.tif source=content executed#page20.tif</p>	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, pledgors listed on the signature pages hereto (collectively, the “Pledgor”), now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof), including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit and Guaranty Agreement dated as of March 26, 2004 as amended and restated as of July 20, 2005, as further amended and restated as of March 1, 2006, as further amended and restated as of July 18, 2008, and as further amended and restated as of June 14, 2013 (as the same may be further amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among Content Media Corporation (formerly known as ContentFilm, Inc.) and Content Media Corporation Limited (formerly known as ContentFilm plc) as Borrowers (the “Borrowers”), the Guarantors referred to therein, the Lenders referred to therein (the “Lenders”), JPMorgan Chase Bank, N.A, as Administrative Agent for the Lenders (in such capacity, the “Administrative Agent”) and as Issuing Bank (in such capacity, the “Issuing Bank”), the Lenders have agreed to make loans and extend other financial accommodations to the Borrowers; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of March 26, 2004, as amended and restated as of July 20, 2005, between, among others, the Pledgor and the Administrative Agent that was entered into in connection with the Credit Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgor, including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor’s Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement); and

WHEREAS, the Administrative Agent and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks, Trademark licenses and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank, and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgor agrees to deliver updated copies of Schedules A and B to the Administrative Agent as soon as practicable after the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent believes constitutes an infringement of any Trademark, or violate or infringe any right of a Pledgor, the Administrative Agent, the Issuing Bank the Lenders, or if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable, necessary or proper for the

full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by, the Administrative Agent pursuant to this paragraph (provided that the failure to give any such notice shall not affect the validity of any of the same) at the Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Security Agreement. The Pledgor and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and 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.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments (as defined in the Credit Agreement) under the Credit Agreement have terminated, all Obligations have been indefeasibly fully paid and performed and all Letters of Credit (as defined in the Credit Agreement) have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) shall execute and deliver to the Pledgor, at the Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof or of the Security Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

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

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. In the event of a conflict between this Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of June [ ], 2013.

**PLEDGORS:**

CONTENT MEDIA CORPORATION LIMITED (formerly known as ContentFilm plc)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENT MEDIA CORPORATION (formerly known as ContentFilm Inc.)

By \_\_\_\_\_  
Name:  
Title:

TOOL TIME LLC

By \_\_\_\_\_  
Name:  
Title:

NEVER DIE PRODUCTIONS LLC

By \_\_\_\_\_  
Name:  
Title:

*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of June [ ], 2013.

**PLEDGORS:**

CONTENT MEDIA CORPORATION LIMITED (formerly known as ContentFilm plc)

By \_\_\_\_\_  
Name:  
Title:

CONTENT MEDIA CORPORATION (formerly known as ContentFilm Inc.)

By John Schmitt  
Name: JOHN SCHMITT  
Title: CEO

TOOL TIME LLC

By John Schmitt  
Name: JOHN SCHMITT  
Title: CEO

NEVER DIE PRODUCTIONS LLC

By John Schmitt  
Name: JOHN SCHMITT  
Title: CEO



O.K. CORRALES, LLC

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO

BIG BOSS, LLC

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO

THE GUYS FILM COMPANY, INC.

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO

CORPUS LLC

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO

CONTENTFILM PRODUCTIONS LIMITED (formerly known as  
Winchester Productions Limited)

By \_\_\_\_\_  
Name:  
Title:

O.K. CORRALES, LLC

By \_\_\_\_\_  
Name:  
Title:

BIG BOSS, LLC

By \_\_\_\_\_  
Name:  
Title:


THE GUYS FILM COMPANY, INC.

By \_\_\_\_\_  
Name:  
Title:

CORPUS LLC

By \_\_\_\_\_  
Name:  
Title:

CONTENTFILM PRODUCTIONS LIMITED (formerly known as  
Winchester Productions Limited)

By   
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005050 FRAME: 0870**

CONTENTFILM PICTURES LIMITED (formerly known as  
Winchester Pictures Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENTFILM MUSIC LIMITED (formerly known as  
Winchester Music Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENTFILM RAINBOW LIMITED (formerly known as  
Winchester (Rainbow) Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENTFILM THE SEA CHANGE LIMITED (formerly  
known as Winchester (The Sea Change) Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENTFILM JELLABIES LIMITED (formerly known as  
Winchester Jellabies Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

Signature Page to Trademark Security Agreement

CONTENTFILM MUGGERS LIMITED (formerly known as  
Winchester (Muggers) Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENTFILM BEEP LIMITED (formerly known as  
Winchester Beep Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENTFILM HEARTBREAKERS LIMITED (formerly  
known as Winchester Heartbreakers Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENTFILM WHEELS LIMITED (formerly known as  
Winchester Productions Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENTFILM UK DISTRIBUTION LIMITED (formerly  
known as Winchester Film Distribution Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

Signature Page to Trademark Security Agreement

THE FEATURE FILM COMPANY LIMITED

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

CONTENT MEDIA CORPORATION INTERNATIONAL  
LIMITED (formerly known as ContentFilm International Limited)

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

FIREWORKS ACQUISITION LIMITED

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

COBALT MEDIA CAPITAL LIMITED

By John Schmidt  
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR

WINCHESTER FILMS, INC.

By \_\_\_\_\_  
Name:  
Title:

THE FEATURE FILM COMPANY LIMITED

By \_\_\_\_\_  
Name:  
Title:

CONTENT MEDIA CORPORATION INTERNATIONAL  
LIMITED (formerly known as ContentFilm International Limited)

By \_\_\_\_\_  
Name:  
Title:

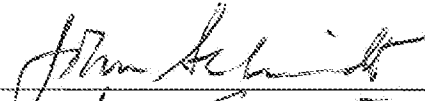
FIREWORKS ACQUISITION LIMITED

By \_\_\_\_\_  
Name:  
Title:

COBALT MEDIA CAPITAL LIMITED

By \_\_\_\_\_  
Name:  
Title:

WINCHESTER FILMS, INC.

By   
Name: John Summit  
Title: CEO

CONTENTCO ACQUISITION COMPANY LLC

By John Schmidt  
Name: John Schmidt  
Title: CEO

ALLUMINATION FILMWORKS LLC

By John Schmidt  
Name: John Schmidt  
Title: CEO

2161244 ONTARIO LTD.

By John Schmidt  
Name: John Schmidt  
Title: CEO

CONTENT INTERNATIONAL FILM AND TELEVISION  
LIMITED

By \_\_\_\_\_  
Name:  
Title:

CONTENTCO ACQUISITION COMPANY LLC

By \_\_\_\_\_  
Name:  
Title:


ALLUMINATION FILMWORKS LLC

By \_\_\_\_\_  
Name:  
Title:

2161244 ONTARIO LTD.

By \_\_\_\_\_  
Name:  
Title:

CONTENT INTERNATIONAL FILM AND TELEVISION  
LIMITED

By   
Name: JOHN SCHMIDT  
Title: CEO DIRECTOR.

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005050 FRAME: 0876**



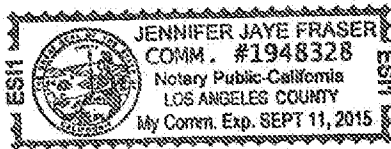
STATE OF California,  
COUNTY OF Los Angeles ss.:

On this the 17<sup>th</sup> day of June, 2013, before me,  
Jennifer Jaye Fraser, the undersigned Notary Public, personally appeared  
John Schmitt,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the  
CEO of the corporation known as \_\_\_\_\_ who executed the  
foregoing instrument on behalf of the corporation and acknowledged that such corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Jennifer Jaye Fraser  
Notary Public

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 11, 2013 before me, Jennifer Jaye Fraser, Notary Public  
(Here insert name and title of the officer)

personally appeared John Schmidt

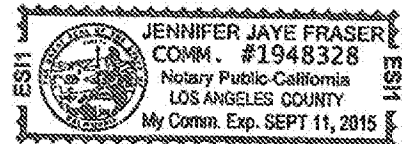
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies); and that by his her/their signature(s) on the instrument the person(s), 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.

Jennifer Jaye Fraser  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Medemart Security  
(Title or description of attached document)

Agreement  
(Title or description of attached document continued)

Number of Pages     Document Date 6.11.13

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
CEO  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

ADMINISTRATIVE AGENT:

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

By   
Name: **Darian A. Singer**  
Title: **Vice President**

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005050 FRAME: 0879**

**TRADEMARKS**

Content Media Corporation and/or Content Media Corporation Limited

Mark Registered in the U.S.	Registering Party	Class	Date of Registration/ Application	Serial #	Status
ContentFilm	Content Media Corporation	9	3/28/01	76/976,226	Intent-to-Use – Notice of Allowance Issued – Statement of Use approved for registration
ContentFilm	Content Media Corporation	41	7/15/03 (original filing was 3/28/01)	Registration # 2,738,829	Registered
Content Film Television Digital (Logo)	Content Media Corporation Limited	9 and 41	March 20, 2012	4,116,402	Registered
Content Media Corporation (Word)	Content Media Corporation Limited	9 and 41	March 20, 2012	4,116,395	Registered
Content Film Television Digital (Word)	Content Media Corporation Limited	9 and 41	March 20, 2012	4,116,396	Registered

Specified Registered UK and Community Trade Marks (“CTM”)

Content Media Corporation Limited

	<u>Country</u>	<u>Trade Mark</u>	<u>Number</u>	<u>Classes</u>
1.	UK	JELLIKINS	2201001	9 and 41
2.	CTM	JELLABIES	1218569	9 and 41
3.	CTM	ST BEARS HOSPITAL & device	1331065	3, 9, 16, 25, 28 and 41
4.	CTM	THE SNOW CHILDREN	1522127	3, 9, 16, 25, 28 and 41

ContentFilm Productions Limited

	<u>Country</u>	<u>Trade Mark</u>	<u>Number</u>	<u>Classes</u>
1.	CTM	THE BIG GARAGE	88393	3, 9, 16, 25, 28 and 41
2.	CTM	THE BIG GARAGE & device	88401	3, 9, 16, 25, 28 and 41

Content Media Corporation Limited

	<u>Country</u>	<u>Trade Mark</u>	<u>Number</u>	<u>Classes</u>
1.	UK	THE BIG GARAGE & device	2022740	3, 9, 16, 25, 28 and 41
2.	UK	THE BIG GARAGE	2047369	3, 9, 16, 25, 28 and 41

Canadian Trademark

Fireworks Acquisition Limited

Mark Registered in Canada	Registering Party	Date of Registration	Registration #	Licenses
Fireworks & Design	Fireworks Entertainment, Inc.	12/7/98	TMA505,206	Trademark Assignment and License Agreement dated as of _____, 2005 by and between Fireworks Entertainment, Inc. (as assignor and licensee) and ContentFilm International Limited (as assignee and licensor).

**TRADEMARK LICENSES**

