

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
GVE Newco, LLC		10/20/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Societe Generale		
Street Address:	1221 Avenue of the Americas		
Internal Address:	Attn: Elaine Khalil		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75606097	GREATEST HEROES AND LEGENDS OF THE BIBLE	
Serial Number:	74496167	GOODTIMES	
Serial Number:	74557169	GOODTIMES	
CORRESPONDENCE DATA			
Fax Number:	2022631253		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K St NW, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	24635.08200		

CH \$90.00 75606097

NAME OF SUBMITTER:	Javier J. Ramos
Signature:	/s/ Javier J. Ramos
Date:	11/04/2013
Total Attachments: 4 source=20131028111107254#page1.tif source=20131028111107254#page2.tif source=20131028111107254#page3.tif source=20131028111107254#page4.tif	

THIS GRANT OF SECURITY INTEREST, dated as of October 20, 2012, is executed by GVE Newco, LLC, a Delaware limited liability company (the "Grantor"), in favor of SOCIÉTÉ GÉNÉRALE, as Collateral Agent (in such capacity, the "Collateral Agent").

A. Pursuant to that certain Credit Agreement, dated as of October 17, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Persons acting as lenders thereunder from time to time ("Lenders"), Société Générale, as administrative agent (in such capacity, the "Administrative Agent") and the Collateral Agent, the Lenders have agreed to extend certain credit facilities to the Borrower upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office and certain foreign countries (collectively, the "Trademarks").

C. Pursuant to the Security Agreement, dated as of October 20, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, other entities party thereto from time to time and the Collateral Agent, the Grantor has granted to the Collateral Agent (for the ratable benefit of the Secured Parties) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is:

Société Générale,
as Collateral Agent
1221 Avenue of the Americas
New York, New York 10020
Attention: Elaine Khalil
Tel. No. 212-278-6852

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

~~GVE Newco, LLC~~


By: _____

Name: Gary S. Loffredo

Title: President, Digital Cinema & General Counsel

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Serial #	Int'l Class	Description of Goods First Use Date	Registration #	Reg. Date	Next Deadline
GREATEST HEROES AND LEGENDS OF THE BIBLE (Word Mark) (Supplemental Register)	75/606,097	9	Series of pre-recorded video programs featuring animated bible stories First Use: 19980828 First Use In Commerce: 19980828	2,336,886	3/28/00	03/28/20
GOODTIMES (Design Mark) 	74/496,167	9	Pre-recorded video cassettes featuring children's programs First Use: 19930820 First Use In Commerce: 19930820	1,871,175	01/3/95	1/3/15
GOODTIMES (Word Mark)	74/557,169	9	Pre-recorded videocassettes featuring a range of entertainment and instructional subject matter First Use: 19841100 First Use In Commerce: 19841100	1,905,525	7/18/95	7/18/15

Foreign:

Mark	Country	Serial #	Class	Description of Goods	Registration #	Registration Date	Next Deadline
GOODTIMES (Word Mark)	Argentina	2543478	9		2062717	1/13/06	1/13/16
GOODTIMES (Design Mark)	Canada	0579049	9	Videocassettes	TMA337571	2/26/88	2/26/18
GOODTIMES (Word Mark)	Singapore	T94/10387C	9	Pre-recorded video tapes and laser discs; pre-recorded audio tapes and compact discs; computer software	1,905,525	11/30/94	11/30/14
GOODTIMES (Word Mark)	Taiwan	083077039	9		698543	12/1/95	11/30/15
GOODTIMES (Word Mark)	Thailand	271931	9		28651		9/9/14

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
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None.