

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millenium Entertainment, LLC		09/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
Calrissian LP		09/04/2014	LIMITED PARTNERSHIP: CALIFORNIA
Millenium Media Services, Inc.		09/04/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E., 32nd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Bank: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1964921	OVERSEAS FILMGROUP	
Serial Number:	85971891	GRAND STATION ENTERTAINMENT	
Serial Number:	85971934	GRAND STATION ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	D'Arcy Conrique		
Address Line 1:	2029 Century Park East, Suite 2400		
Address Line 2:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	09/05/2014		
Total Attachments: 13			

OP \$90.00 1964921

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Millenium Entertainment, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: SunTrust Bank

Internal _____

Address: _____

Street Address: 303 Peachtree Street, N.E., 32nd Floor

City: Atlanta

State: Georgia

Country: United States Zip: 30308

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship State of Georgia, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 4, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.**A. Trademark Application No.(s)**

85/971891
85/971934
74/470603

B. Trademark Registration No.(s)

Docket Reference Numbers: 25456.0000
Registration No.: 1964921

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Grand Station Entertainment
Grand Station Entertainment
Overseas Filmgroup

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: D'Arcy Conrique

Internal Address: AKIN GUMP STRAUSS HAUER & FELD LLP

Street Address: 2029 Century Park East, Suite 2400

City: Los Angeles

State: California Zip: 90067

Phone Number: (310) 552-6414

Fax Number: (310) 229-1001

Email Address: dconrique@akingump.com

6. Total number of applications and registrations involved:

3

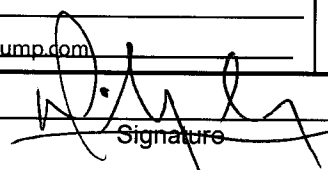
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

D'Arcy Conrique

Name of Person Signing

September 4, 2014

Date

Total number of pages including cover sheet, attachments, and document:

13

Continuation of Information in Item 1
Of Trademark Cover Sheet

Additional conveying party(ies):

1. Calrissian LP
 - a. Limited Partnership
 - b. Citizenship: California
2. Millenium Media Services, Inc.
 - a. Corporation
 - b. Citizenship: California

TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Millennium Entertainment, LLC, a Delaware limited liability company (the "Borrower"), and the guarantors referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors"; and together with the Borrower, collectively, the "Grantors", and individually, each a "Grantor") now own or hold and/or 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;

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of September 4, 2014 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"), among the Borrower, the lenders referred to therein (the "Lenders"), and SunTrust Bank, as administrative agent (in such capacity, the "Administrative Agent"), the Lenders have agreed to make Loans and extend other financial accommodations to the Borrower;

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of September 4, 2014 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Guaranty and Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Guaranty and Security Agreement or the Credit Agreement, as the case may be) made by the Grantors in favor of the Administrative Agent, each Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor's personal and real property, tangible and intangible, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located or situated, and whether now existing or hereafter coming into existence, including, without limitation, all right, title and interest of such Grantor in, to and under all Trademark 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 possession of the Grantors, 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 which 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 and all other obligations respectively owed to any Secured Party by any Grantor or any other Person under any of the Loan Documents; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the payment and performance of the Obligations and all other obligations respectively owed to any Secured Party by any Grantor or any other Person under any of the Loan Documents, a security interest in all of such Grantor's right, title and interest in and to all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantors:

(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 Grantors 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.

Within sixty (60) days after any of the Grantors registers, adopts or otherwise acquires any interest in any Trademark not listed on Schedule A hereto or in any Trademark License (pursuant to which any Grantor is licensed an interest in any Trademark) not listed on Schedule B hereto, the Grantors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable 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 Guaranty and Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Guaranty and Security Agreement, this Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

Each of the Grantors agrees that if any Person shall do or perform any act(s) which the Administrative Agent reasonably believes constitute(s) an infringement of any

Trademark, or violate or infringe any right of any Grantor, the Administrative Agent or any other Secured Party in any of the foregoing, or if any Person shall do or perform any act(s) which the Administrative Agent reasonably believes constitute(s) an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantors (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent (on behalf of the Secured Parties) may and shall have the right to take such steps and institute such suits or proceedings as the Administrative Agent may reasonably deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be reasonably advisable or 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 any of the Grantors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Grantors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Grantors agree to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Guaranty and Security Agreement. Each Grantor and the Administrative Agent hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Guaranty and Security Agreement, and are subject to the limitations (including certain rights of quiet enjoyment in favor of third party licensees) set forth in the Guaranty and 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 under the Credit Agreement have terminated and all the Obligations (other than contingent indemnification obligations) have been paid and performed in full, the Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to the applicable Grantors, at the Grantors' request and sole 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 the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Guaranty and Security Agreement.

So long as no Event of Default (nor a Default under Section 8.1(i) of the Credit Agreement) shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement, the Guaranty and Security Agreement, the Credit Agreement and the other Loan Documents executed by the Grantors, the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Guaranty and Security Agreement and the other Loan Documents.

**THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS,
CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR**

TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES.

This Trademark Security Agreement and any modifications or amendments hereto may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof, and the parties waive any right they may have to object to said treatment.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 10.1 of the Guaranty and Security Agreement.

Any provision of this Trademark Security Agreement which is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom, shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Guaranty and Security Agreement and the Credit Agreement, as applicable), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Grantors (including their respective successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.


If any conflict or inconsistency exists between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly Responsible Officer as of the date first set forth above.

GRANTORS:

MILLENNIUM ENTERTAINMENT, LLC


By: 
Name: Bill Lee
Title: Chief Executive Officer

CALRISSIAN LP

By: Virgo Service Company LLC
Its: General Partner

By: _____
Name: Robert Racusin
Title: Authorized Signatory

MILLENNIUM MEDIA SERVICES, INC.

By: 
Name: Bill Lee
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005357 FRAME: 0619

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

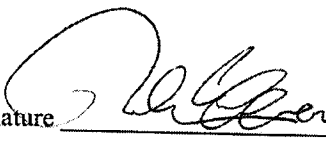
STATE OF CALIFORNIA

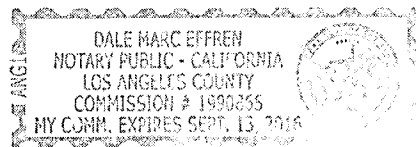
COUNTY OF Los Angeles

On September 3, 2014 before me, Dale Marc Effren, Notary Public, personally appeared Bill Lee 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 , Notary Public [SEAL]



Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005357 FRAME: 0620

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly Responsible Officer as of the date first set forth above.

GRANTORS:

MILLENNIUM ENTERTAINMENT, LLC

By: _____
Name: Bill Lee
Title: Chief Executive Officer

CALRISSIAN LP

By: Virgo Service Company LLC
Its: General Partner

By: _____
Name: Robert Racusin
Title: Authorized Signatory

MILLENNIUM MEDIA SERVICES, INC.

By: _____
Name: Bill Lee
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New Jersey

COUNTY OF Union

On September 3, 2014, before me, Joy Fickett, Notary Public in and for said county, personally appeared Robert Racusin who has/have satisfactorily identified him/her/themselves as the signer(s) or/witness(es) to the above-referenced document.

[SEAL]

Signature [Signature]

My Commission Expires: _____

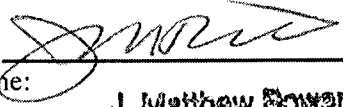
SWORN TO AND SUBSCRIBED
BEFORE ME THIS DATE

SEP 03 2014

JOY C. FICKETT
Notary Public of New Jersey
My Commission Expires 4/1/2016

ACCEPTED:

SUNTRUST BANK,
as Administrative Agent

By: 
Name: _____
Title: **J. Matthew Howard**
Vice President

Signature Page to Trademark Security Agreement

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
USA	Millennium Media Services, Inc.	85/971891	Docket/Reference Number: 25456.0000	Notice of Allowance Issue Date: July 29, 2014	Grand Station Entertainment
USA	Millennium Media Services, Inc.	85/971934	Docket/Reference Number: 25456.0000	Notice of Allowance Issue Date: August 12, 2014	Grand Station Entertainment
USA	First Look Studios Inc.	74/470603	1964921	April 2, 1996	Overseas Filmgroup

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

Millennium	Pursuant to Section 6.4 of that certain Purchase Agreement, dated as of August 18, 2014, by and among the Borrower, Calrissian LP, Nu Image, Inc., and the other parties thereto (the " <u>Credit Agreement</u> "), Borrower and its Affiliates (as defined in the Purchase Agreement) have the right to use the name "Millennium" and any variant thereof until August 18, 2015.
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