

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317281

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|----------------------------|
| RLJ Entertainment, Inc. | | 09/11/2014 | CORPORATION: |
| Acorn Media Group, Inc. | | 09/11/2014 | CORPORATION: |
| Image Entertainment, Inc. | | 09/11/2014 | CORPORATION: |
| Image/Madacy Home Entertainment, LLC | | 09/11/2014 | LIMITED LIABILITY COMPANY: |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | McLarty Capital Partners SBIC, L.P. |
| Street Address: | 1345 Avenue of Americas, 27th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10105 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|-----------------------------|----------|------------------------------------------|
| Serial Number: | 85884071 | RLJ ENTERTAINMENT |
| Registration Number: | 2695190 | ACORNMEDIA |
| Registration Number: | 2917252 | ACORN EXCEPTIONAL ENTERTAINMENT IMAGINAT |
| Registration Number: | 3368678 | ACACIA |
| Registration Number: | 3178608 | ACACIA |
| Registration Number: | 3740722 | ATHENA |
| Registration Number: | 3857357 | ATHENA |
| Registration Number: | 3412504 | YOGA TO THE RESCUE |
| Registration Number: | 3142507 | |
| Registration Number: | 3969772 | HEALTHY JOYFUL LIVING |
| Registration Number: | 3690242 | KEEPING FIT |
| Registration Number: | 2918183 | KEEPING FIT IN YOUR 50S |
| Registration Number: | 3739167 | ENGAGE YOUR MIND EXPAND YOUR WORLD |
| Registration Number: | 4255562 | THE BEST BRITISH TV |
| Registration Number: | 4255563 | THE BEST BRITISH TELEVISION |
| Registration Number: | 4149734 | ACORN TV |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Serial Number: | 86302892 | ACACIA TV |
| Registration Number: | 1588570 | IMAGE |
| Registration Number: | 2627964 | IMAGE ENTERTAINMENT |
| Registration Number: | 3000209 | HVE |
| Registration Number: | 3740433 | ONE VILLAGE ENTERTAINMENT |
| Registration Number: | 3826130 | IMAGE ENTERTAINMENT |
| Registration Number: | 4182147 | MIDNIGHT MADNESS SERIES |
| Registration Number: | 4137664 | IMAGE MADACY ENTERTAINMENT |

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Email: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinelli

Address Line 1: c/o Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 51683/007 |
| NAME OF SUBMITTER: | Diane Cassinelli |
| SIGNATURE: | /Diane Cassinelli/ |
| DATE SIGNED: | 09/17/2014 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 11, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of MCLARTY CAPITAL PARTNERS SBIC, L.P., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of September 11, 2014 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RLJ ENTERTAINMENT, INC.

By: 

Name: Miguel Penella

Title: Chief Executive Officer

ACORN MEDIA GROUP, INC.

By: 

Name: Andrew Wilson

Title: Secretary & Treasurer

IMAGE ENTERTAINMENT, INC.

By: 

Name: Andrew Wilson

Title: Secretary & Treasurer

IMAGE/MADACY HOME ENTERTAINMENT, LLC

By: 

Name: Andrew Wilson

Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 005364 FRAME: 0397

Accepted and Agreed:
MCLARTY CAPITAL PARTNERS SBIC, L.P.,
as Collateral Agent

By: McLarty Capital Partners SBIC, LLC,
its general partner

By: 
Name: Christopher D. Smith
Title: Manager

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

RLJ ENTERTAINMENT, INC.

| Mark – U.S. | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
|-------------------|-------------|------------|-------------------|------------------|-----------------------------|
| RLJ Entertainment | 3/22/2013 | 85884071 | | | Pending, proof of use filed |
| Mark – CTM | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
| RLJ Entertainment | 9/9/2013 | 012125472 | 1/30/2014 | 012125472 | |

ACORN MEDIA GROUP, INC.

| Mark – U.S. | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
|------------------------------------|-------------|------------|-------------------|------------------|----------|
| Acorn Media | 2/12/2002 | 76369953 | 3/11/2003 | 2695190 | |
| Acorn w/descriptive line (logo) | 7/7/2003 | 78270880 | 1/11/2005 | 2917252 | |
| Acacia (logo) | 5/8/2007 | 77175080 | 1/15/2008 | 3368678 | |
| Acacia | 9/9/2005 | 78709699 | 11/28/2006 | 3178608 | |
| Athena | 6/6/2008 | 77492627 | 1/19/2010 | 3740722 | |
| Athena | 6/6/2008 | 77492643 | 10/5/2010 | 3857357 | |
| Yoga to the Rescue | 5/9/2007 | 77176512 | 4/15/2008 | 3412504 | |
| Yoga to the Rescue | 5/10/2007 | 77177928 | 4/15/2008 | 3142507 | |
| Healthy Joyful Living | 9/23/2010 | 85136199 | 5/31/2011 | 3969772 | |
| Keeping Fit | 5/28/2008 | 77484704 | 9/29/2009 | 3690242 | |
| Keeping Fit in Your 50s | 7/22/2003 | 78277100 | 1/11/2005 | 2918183 | |
| Engage Your Mind Expand Your World | 4/28/2009 | 77773756 | 1/19/2010 | 3739167 | |

| | | | | | |
|-----------------------------|-------------|------------|-------------------|------------------|-----------------------------|
| The Best British TV | 4/16/2012 | 85599305 | 12/4/2012 | 4255562 | |
| The Best British Television | 4/16/2012 | 85599320 | 12/4/2012 | 4255563 | |
| Acorn TV | 9/29/2011 | 85435815 | 5/29/2012 | 4149734 | |
| Acacia TV | 6/6/14 | 86302892 | | | Pending, proof of use filed |
| Mark – UK | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
| Acorn Video | 12/22/1999 | | 4/20/2001 | 2217984 | |
| Acorn Media | 12/22/1999 | | 4/20/2001 | 2217989 | |
| Acorn Media | 12/22/1999 | | 4/20/2001 | 2217991 | |
| Acorn Video | 12/22/1999 | | 4/20/2001 | 2217992 | |
| ACORN PREMIUM | 6/28/2011 | | 10/28/2011 | 2586076 | |
| ACORN TV | 6/28/2011 | | 10/28/2011 | 2586564 | |

IMAGE ENTERTAINMENT, INC.

| | | | | | |
|--------------------------------|-------------|-------------|-------------------|------------------|----------|
| Mark – U.S. | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
| Image | 8/22/1988 | 73747760 | 3/27/1990 | 1588570 | |
| Image Entertainment | 7/20/2001 | 76288834 | 10/1/2002 | 2627964 | |
| HVe (logo) | 7/20/2004 | 76603001 | 9/27/2005 | 3000209 | |
| One Village Entertainment | 9/12/2007 | 77278380 | 1/19/2010 | 3740433 | |
| Image Entertainment (new logo) | 4/24/2009 | 77721891 | 7/27/2010 | 3826130 | |
| Midnight Madness Series (logo) | 8/16/2011 | 85399612 | 7/31/2012 | 4182147 | |
| Mark – Canada | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
| HVE | 1/14/2005 | 1243627 | 2/17/2006 | TMA659295 | |
| Midnight Madness Series | 2/13/2012 | 1563827 | 12/3/2013 | TMA866596 | |
| Mark – Japan | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
| Image Entertainment Japan | 11/4/2004 | 2004-101033 | 8/25/2006 | 4982231 | |

IMAGE/MADACY HOME ENTERTAINMENT, LLC

| Mark – U.S. | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
|----------------------------------------|-------------|------------|-------------------|------------------|----------|
| Image Madacy Entertainment (logo) | 2/23/2011 | 85249419 | 5/8/2012 | 4137664 | |
| Mark – CTM | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
| Image Madacy Entertainment logo (IMHE) | 8/23/2011 | 010211688 | 1/27/2012 | 010211688 | |
| Mark – Australia | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
| Image Madacy Entertainment logo (IMHE) | 2/6/2012 | 1472917 | 9/10/2012 | 1472917 | |
| Mark – Canada | Filing Date | Serial No. | Registration Date | Registration No. | Comments |
| Image Madacy Entertainment logo (IMHE) | 2/8/2012 | 1563162 | 10/4/2013 | TMA862095 | |