

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402265

| | | | |
|--------------------------------------|-------------------------------------|--|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RLJ Entertainment, Inc. | | 10/14/2016 | Corporation: NEVADA |
| Acorn Media Group, Inc. | | 10/14/2016 | Corporation: MARYLAND |
| Image Entertainment, Inc. | | 10/14/2016 | Corporation: DELAWARE |
| Image/Madacy Home Entertainment, LLC | | 10/14/2016 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Digital Entertainment Holdings LLC | | |
| Street Address: | 11 Penn Plaza | | |
| Internal Address: | c/o AMC Networks Inc. | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10001 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4637884 | RLJ ENTERTAINMENT | |
| Serial Number: | 85884066 | RLJE | |
| Registration Number: | 4809658 | UMC URBAN MOVIE CHANNEL | |
| Registration Number: | 4742266 | ACACIATV | |
| 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: | 3412507 | YOGA TO THE RESCUE | |
| Registration Number: | 3969772 | HEALTHY JOYFUL LIVING | |
| Registration Number: | 3690242 | KEEPING FIT | |
| Registration Number: | 2918183 | KEEPING FIT IN YOUR 50S | |
| TRADEMARK | | | |

OP \$640.00 4637884

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------|
| 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 |
| Registration Number: | 1588570 | IMAGE |
| Registration Number: | 2627964 | IMAGE ENTERTAINMENT |
| 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: 2028576395

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.

Phone: 202 857 8920

Email: chiara.giuliani@arentfox.com

Correspondent Name: Chiara Giuliani

Address Line 1: 1717 K Street, NW

Address Line 2: Arent Fox LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 034683/00008

NAME OF SUBMITTER: Chiara Giuliani

SIGNATURE: /Chiara Giuliani/

DATE SIGNED: 10/17/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 14, 2016 (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 DIGITAL ENTERTAINMENT HOLDINGS LLC, 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 October 14, 2016 (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 mortgages, pledges, hypothecates and 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. Grantor Remains Liable

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.


SECTION 6. 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.

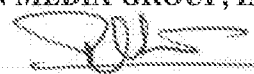

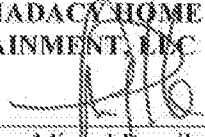
By: 
Name: Nazir Rostom
Title: Secretary and Treasurer

IMAGE ENTERTAINMENT, INC.

By: 
Name: Nazir Rostom
Title: Secretary and Treasurer

**IMAGE/MADAC/HOME
ENTERTAINMENT, LLC**

By: 
Name: Miguel Penella
Title: Manager

[Trademark Security Agreement Signature Page]

Accepted and Agreed:
DIGITAL ENTERTAINMENT HOLDINGS LLC,
as Collateral Agent

By: _____

Name: Sean S. Sullivan
Title: Executive Vice President & Chief
Financial Officer

[Trademark Security Agreement Signature Page]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

RLJ ENTERTAINMENT, INC.

Owned Marks

| Mark | % Ownership | Jurisdiction(s) and Office Where Registered | Registration Number |
|-------------------------|-------------|---|--|
| RLJ Entertainment | 100 | United States | 4637884 |
| RLJE | 100 | United States | Pending – application filed 3/22/13 (Application Ser. No. 85884066) |
| UMC-Urban Movie Channel | 100 | United States | 4809658 |
| RLJ Entertainment | 100 | Community Trademark (EU) | 012125472 |
| Acacia TV | 100 | United States | 4742266 |



Licensed Marks

| Mark | Name and Address of Licensor |
|-----------------------------|--|
| Blu-ray word marks and logo | Blu-ray Disc Association 10 Universal City Plaza, T-100 Universal City, CA 91608 |

ACORN MEDIA GROUP, INC.

Owned Marks

| Mark | Grantor's % Ownership | Jurisdiction(s) and Office Where Registered | Registration Number |
|---------------------------|-----------------------|---|---------------------|
| Acorn Media | 100 | United States | 2695190 |
| Acorn w/ descriptive line | 100 | United States | 2917252 |
| Acacia (logo) | 100 | United States | 3368678 |
| Acacia | 100 | United States | 3178608 |
| Athena | 100 | United States | 3740722 |
| Athena | 100 | United States | 3857357 |

| | | | |
|---|-----|----------------|---------------------------------|
| Yoga to the Rescue | 100 | United States | 3412504 |
| Yoga to the Rescue | 100 | United States | 3412507 |
| Healthy Joyful Living | 100 | United States | 3969772 (may not be renewed) |
| Keeping Fit | 100 | United States | 3690242 |
| Keeping Fit in Your 50s | 100 | United States | 2918183 |
| Engage Your Mind Expand Your World | 100 | United States | 3739167 |
| The Best British TV | 100 | United States | 4255562 |
| The Best British Television | 100 | United States | 4255563 |
| Acorn TV | 100 | United States | 4149734 |
| Ownership of the following UK marks changed to Acorn Media Group, Inc. from Acorn Media Publishing, Inc. in December 2013. | | | |
| Acorn Video  | 100 | United Kingdom | 2217984 |
| AcornVideo | | | |
| AcornMedia | 100 | United Kingdom | 2217989 |
| AcornMedia  | 100 | United Kingdom | 2217991 |
| AcornMedia | | | |
| AcornVideo | 100 | United Kingdom | 2217992 |
| ACORN TV | 100 | United Kingdom | 2586564 |

| | | | |
|---------------|-----|----------------|---------|
| ACORN PREMIUM | 100 | United Kingdom | 2586076 |
|---------------|-----|----------------|---------|

Licensed Marks

| Mark | Name and Address of Licensor |
|---|--|
| The BBC word marks and logos | The British Broadcasting Corporation Broadcasting House, Portland Place, London W1A 1AA |
| Masterpiece Theatre logo | ITV Global Entertainment Limited (in accordance with its agreement with WGBH) London Television Centre, Upper Ground, London SE1 9LT |
| Canyon Ranch word marks, logos and other intellectual property | CR Products, LLC 8600 E. Rockcliff Road, Tucson, AZ 85750 |
| Doc Martin word marks and logos | Buffalo Pictures Limited 1 Lyric Avenue, London, W6 0NB |

RLJE INTERNATIONAL LTD.

Licensed Marks

| Mark | Name and Address of Licensor |
|------------------------------|--|
| The BBC word marks and logos | The British Broadcasting Corporation Broadcasting House, Portland Place, London W1A 1AA |

RLJ ENTERTAINMENT AUSTRALIA PTY LTD

Licensed Marks

| Mark | Name and Address of Licensor |
|------------------------------|--|
| The BBC word marks and logos | The British Broadcasting Corporation Broadcasting House, Portland Place, London W1A 1AA |

IMAGE ENTERTAINMENT, INC.

Owned Marks

| Mark | Grantor's % Ownership | Jurisdiction(s) and Office Where Registered | Registration Number |
|------------------------------|--------------------------|--|------------------------|
| Image | 100 | US | 1588570 |
| Image Entertainment | 100 | US | 2627964 |
| Image Entertainment Japan | 100 | JAPAN | 4982231 |
| HVE | 100 | CANADA | TMA659295 |
| One Village Entertainment | 100 | US | 3740433 |
| Image Entertainment | 100 | US | 3826130 |
| Midnight Madness | 100 | US | 4182147 |

| | | | |
|-------------------------|-----|--------|-----------|
| Series | | | |
| Midnight Madness Series | 100 | CANADA | TMA866596 |

Licensed Marks

| Mark | Name and Address of Licensor |
|-----------------------------|--|
| IMAX word marks | IMAX Corporation 2525 Speakman Drive, Sheridan Park Mississauga, Ontario L5K 1B1, Canada |
| Blu-ray word marks and logo | Blu-ray Disc Association 3855 SW 153rd Dr. Beaverton, OR 97006 |

IMAGE/MADACY HOME ENTERTAINMENT, LLC

| Mark | Grantor's % Ownership | Jurisdiction(s) and Office Where Registered | Registration Number |
|--|-----------------------|---|---------------------|
| Image Madacy Entertainment logo (IMHE) | 100 | Trademark & Service Mark (US) | 4137664 |
| Image Madacy Entertainment logo (IMHE) | 100 | Community Trademark (EU) | 010211688 |
| Image Madacy Entertainment logo (IMHE) | 100 | Trademark-Australia | 1472917 |
| Image Madacy Entertainment logo (IMHE) | 100 | Trademark-Canada | TMA862095 |