

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657420

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL at Reel/Frame: 4844/0764 - FIRST LIEN
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association (as Administrative Agent)		05/21/2021	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Sonar Entertainment, LLC
Street Address:	10000 Washington Boulevard
Internal Address:	6th Floor, Office # 06-162
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90232
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78849557	SONAR ENTERTAINMENT
Serial Number:	85584937	SONAR ENTERTAINMENT
Serial Number:	85593698	SONAR ENTERTAINMENT
Serial Number:	85593699	SONAR ENTERTAINMENT
Serial Number:	85593723	SONAR ENTERTAINMENT

CORRESPONDENCE DATA

Fax Number: 2122925391

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: 2122925390

Email: mail@ipcounselors.com

Correspondent Name: EPSTEIN DRANGEL LLP

Address Line 1: 60 EAST 42ND STREET

Address Line 2: SUITE 2520

Address Line 4: NEW YORK, NEW YORK 10165

NAME OF SUBMITTER: Kimberly A. Klibert

TRADEMARK

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of May 21, 2021, is made by Wilmington Trust, National Association, as successor in interest to JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") in favor of Sonar Entertainment, LLC, formerly RHI Entertainment, LLC, a Delaware limited liability company, Sonar Entertainment, Inc., formerly RHI Entertainment, Inc., a Delaware corporation, RHIE Holdings Inc., a Delaware corporation, Sonar Entertainment Holdings II, LLC, formerly RHI Entertainment Holdings II, LLC, a Delaware limited liability company, Sonar Entertainment Distribution, LLC, formerly RHI Entertainment Distribution, LLC, a Delaware limited liability company, Sonar Entertainment Productions, LLC, formerly RHI Entertainment Products, LLC, a Delaware limited liability company, Sonar International Distribution, Inc., formerly RHI International Distribution, Inc., a Delaware corporation, Library Storage, Inc., a Delaware corporation, and RHI Entertainment, Ltd, a limited company registered under the laws of the United Kingdom, (collectively, the "Grantors"), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement (First Lien) dated as of April 1, 2011 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "First Lien Credit Agreement"), among the Grantors and the other parties party thereto in favor of the Administrative Agent, and those certain agreements described on Annex I attached hereto (the "IP Security Agreements"), the Grantors granted a security interest in certain collateral in favor of the Administrative Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, the Administrative Agent now desires to terminate and release the IP Security Agreements and the entirety of its security interest in the IP Collateral described on Annex II attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions. The term "IP Collateral", as used herein, shall mean all of the Grantors' right, title or interest in, or to any and all of the trademarks, patents and copyrights listed on Annex II attached hereto. Capitalized terms not defined herein have the meanings set forth in the First Lien Credit Agreement or IP Security Agreements, as applicable.

2. Release of Security Interest. The Administrative Agent, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantors, and their successors and assigns, its security interest in and to the IP Collateral the IP Security Agreements and any and all right, title and interest of the Administrative Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Administrative Agent hereby authorizes the Grantors and their successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office and the United States Copyright Office, at the sole expense of the Grantors, to evidence and effectuate the release and termination of the Agent's security interest in the IP Collateral.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed

counterpart of this Release. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as a manual signatures.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: Annmarie Warren
Name: Annmarie Warren
Title: Banking Officer

ANNEX I

Trademark Security Agreement - "2011 First Lien Facility", dated as of April 1, 2011 and recorded with the United States Patent and Trademark Office on April 25, 2011 at Reel 004528, Frame 0571.

Supplement No. 1 to the Trademark Security Agreement - "2011 First Lien Facility" dated as of April 1, 2011, dated as of November 15, 2011 and recorded with the United States Patent and Trademark Office on February 6, 2012 at Reel 004711, Frame 0730.

Supplement No. 2 to the Trademark Security Agreement - "2011 First Lien Facility" dated as of April 1, 2011, dated as of July 23, 2012 and recorded with the United States Patent and Trademark Office on August 16, 2012 at Reel 004844, Frame 0764.

Supplement No. 3 to the Trademark Security Agreement - "2011 First Lien Facility" dated as of April 1, 2011, dated as of October 25, 2012 and recorded with the United States Patent and Trademark Office on November 29, 2012 at Reel 004909, Frame 0822.

Copyright Security Agreement - "2011 First Lien Facility", dated as of April 1, 2011 and recorded with the United States Copyright Office on April 26, 2011 at V3602 D421-423.

Supplement No. 1 to the Copyright Security Agreement - "2011 First Lien Facility", dated as of April 1, 2011, dated May 25, 2011 and recorded with the United States Copyright Office on June 9, 2011 at V3604 D514.

Supplement No. 2 to the Copyright Security Agreement - "2011 First Lien Facility", dated as of April 1, 2011, dated August 30, 2011 and recorded with the United States Copyright Office on September 8, 2011 at V3607 D913.

Supplement No. 3 to the Copyright Security Agreement - "2011 First Lien Facility", dated as of April 1, 2011, dated November 28, 2011 and recorded with the United States Copyright Office on December 12, 2011 at V3610 D819.

Supplement No. 4 to the Copyright Security Agreement - "2011 First Lien Facility", dated as of April 1, 2011, dated March 12, 2012 and recorded with the United States Copyright Office on May 2, 2012 at V3615 D822.

Supplement No. 5 to the Copyright Security Agreement - "2011 First Lien Facility", dated as of April 1, 2011, dated July 23, 2012 and recorded with the United States Copyright Office on August 23, 2012 at V3619 D889.

Supplement No. 6 to the Copyright Security Agreement - "2011 First Lien Facility", dated as of April 1, 2011, dated October 25, 2012 and recorded with the United States Copyright Office on November 27, 2012 at V3622 D782.

ANNEX II

Trademark Registrations and Applications

See attached.

Copyright Registrations

See attached.

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
RHI Entertainment, LLC		04/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	1999 Avenue of the Stars, 27th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77453139	THIS IS AN RHI MOMENT	
Serial Number:	77453172	THIS IS AN RHI MOMENT	
Serial Number:	78805714	RHI ENTERTAINMENT	
Serial Number:	78805824	RHI ENTERTAINMENT	
Serial Number:	78806219	RHI ENTERTAINMENT	
Serial Number:	78806360	RHI ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

ATTORNEY DOCKET NUMBER:	066397-0331
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	04/25/2011

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT – “2011 FIRST LIEN FACILITY”

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

WHEREAS, RHI Entertainment, LLC, a Delaware limited liability company (the “Borrower”) and the Guarantors referred to in the First Lien Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the “Pledgors”, and individually as a “Pledgor”), now own or hold 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 (other than any “intent to use” trademark or service mark applications for which a statement of use has not been filed), 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 Credit, Security, Guaranty and Pledge Agreement (First Lien) dated as of April 1, 2011 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “First Lien Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the First Lien Credit Agreement), among the Pledgors, the Lenders referred to therein (the “Lenders”) and 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 to, and participate in letters of credit issued for the account of, the Borrower;

WHEREAS, pursuant to the terms of the First Lien Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to substantially all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in and to all of the Pledgors’ 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 possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations, a continuing security interest in and to all of the Pledgors' right, title and interest in and to the following (all of the following items (i)-(iii) 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 possession of the Pledgors:

(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 the grant of a Lien in such Trademark license would not (subject to limitations set forth under the First Lien Credit Agreement with respect to the aggregate receivables relating thereto) constitute or result in a breach, termination or default thereunder or otherwise be prohibited under Applicable Law; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors 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 Pledgors agree to deliver updated copies of Schedule A and Schedule B in accordance with the terms of the First Lien Credit Agreement to the Administrative Agent within sixty (60) days after any Pledgor acquires any material U.S. or foreign trademark, service mark, trade name or service name 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 Pledgors, 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 First Lien 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 First Lien Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof; provided, that registration shall only be required for foreign trademarks, services marks, trade names or service names upon the reasonable request of the Administrative Agent after consultation with the Borrower if, in the reasonable judgment of the Administrative Agent, such foreign registration is necessary in order to perfect its security interest in the related distribution rights, to protect the Administrative Agent or a Pledgor against

a claim by a third Person or to protect the Administrative Agent's or a Pledgor's rights vis-à-vis third Persons.

Subject to the Intercreditor Agreement, if an Event of Default occurs and is continuing, the Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any Person shall do or perform any act(s) which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then 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(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Subject to the Intercreditor Agreement, the Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to reasonably assist the Administrative Agent with any reasonable steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' 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 First Lien Credit Agreement. Each of the Pledgors and the Administrative Agent does 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 First Lien Credit 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 First Lien Credit Agreement have terminated and all Obligations have been paid indefeasibly in full and performed, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary 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 which may have been made by the Administrative Agent pursuant to the terms hereof or of the First Lien Credit Agreement.

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

Any provision of this Trademark Security Agreement which is 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.

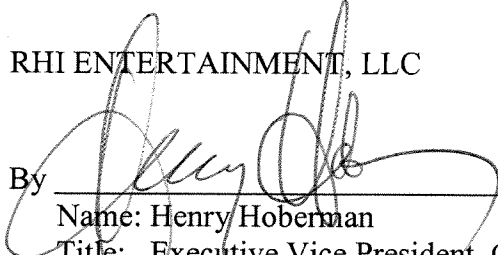
THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

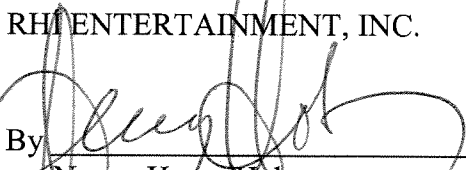
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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed as of April 1, 2011.

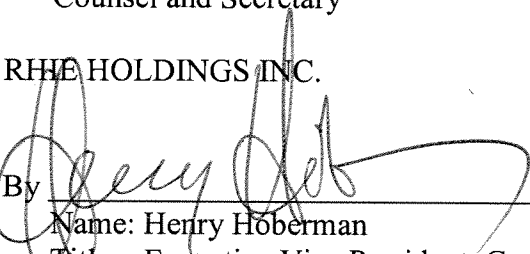
RHI ENTERTAINMENT, LLC

By 
Name: Henry Hoberman
Title: Executive Vice President, General Counsel and Secretary

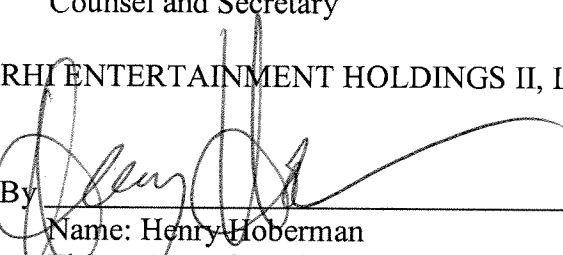
RHI ENTERTAINMENT, INC.

By 
Name: Henry Hoberman
Title: Executive Vice President, General Counsel and Secretary


RHE HOLDINGS INC.

By 
Name: Henry Hoberman
Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT HOLDINGS II, LLC

By 
Name: Henry Hoberman
Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By 
Name: Michael Scarpelli
Title: Executive Vice President and Treasurer

RHI ENTERTAINMENT PRODUCTIONS, LLC

By 

Name: Henry Hoberman

Title: Executive Vice President, General
Counsel and Secretary

RHI INTERNATIONAL DISTRIBUTION INC.

By 

Name: Michael Scarpelli

Title: Executive Vice President and Treasurer

LIBRARY STORAGE, INC.

By 

Name: Michael Scarpelli

Title: President and Secretary

RHI ENTERTAINMENT LTD

By 

Name: Peter von Gal

Title:

STATE OF NEW YORK)
)
) ss:
)
 COUNTY OF NEW YORK)
)

On the 1st day of ~~March~~ ^{April} in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Henry Hoberman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
 COUNTY OF NEW YORK)
)

On the 1st day of ~~March~~ ^{April} in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Scarpelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.




Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 1st day of ~~March~~ April in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Peter von Gal, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

TRADEMARKS

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
UNITED STATES	RHI ENTERTAINMENT, LLC	77/453139, 77/453172	N/A	Filed 4/21/2008	THIS IS AN RHI MOMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805714	3,843,184	Filed 8/27/2007, Registered 8/31/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805824	3,851,741	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806219	3,851,742	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT & Design
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806360	3,849,002	Filed 8/27/2007, Registered 9/14/2010	RHI ENTERTAINMENT & Design
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009352, A0009353, A0009354, A0009355, A0009356, A0009357, A0009358, A0009359	N/A	Filed 8/24/2007	RHI ENTERTAINMENT

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009379, A0009380, A0009382, A0009383, A0009384, A0009385, A0009386, A0009388	N/A	Filed 8/27/2007	RHI ENTERTAINMENT & Design
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009348	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009349	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE & Design

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

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
RHI Entertainment, LLC		11/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. (as Administrative Agent and Issuing Bank)		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78805714	RHI ENTERTAINMENT	
Serial Number:	78805824	RHI ENTERTAINMENT	
Serial Number:	78806219	RHI ENTERTAINMENT	
Serial Number:	78806360	RHI ENTERTAINMENT	
Serial Number:	85437932	RHI ENTERTAINMENT	
Serial Number:	85437935	RHI ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		

CH \$165.00 78805714

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 066397-0331

NAME OF SUBMITTER: Catherine R. Howell, Senior Paralegal

Signature: /Catherine R. Howell/

Date: 02/06/2012

Total Attachments: 17

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SUPPLEMENT NO. 1
TO THE TRADEMARK SECURITY AGREEMENT – “2011 FIRST LIEN FACILITY”
DATED AS OF APRIL 1, 2011

WHEREAS, pursuant to the terms of that certain Credit, Security, Guaranty and Pledge Agreement (First Lien) dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”) among RHI Entertainment, LLC (the “Borrower”) and the Guarantors referred to therein (the Borrower and the Guarantors being collectively referred to herein as the “Pledgors”, and individually as a “Pledgor”), the Lenders referred to therein (the “Lenders”) and 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 to, and participate in letters of credit issued for the account of, the Borrower;

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of April 1, 2011 (as the same may be amended or supplemented from time to time, the “Trademark Security Agreement”), pursuant to which each of the Pledgors has granted 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 and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement and Schedule B to the Trademark Security Agreement does not reflect all Trademarks licenses acquired by the Pledgors since the date of execution of the Trademark Security Agreement.

THEREFORE,

A. Each of the Pledgors 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 and to all of such Pledgor’s right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement and each and every Trademark license added to Schedule B to the Trademark Security Agreement, pursuant to paragraph B below, together with the goodwill of the business connected with, and symbolized

by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A and Schedule B thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the Schedule 1 hereto hereby replace those set forth on Schedule A to the Trademark Security Agreement and the Trademarks listed on Schedule 2 hereto hereby replace those set forth on Schedule B to the Trademark Security Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of November 15, 2011.

PLEDGORS:

RHI ENTERTAINMENT, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CFO and Secretary

RHI ENTERTAINMENT, INC.

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CFO and Secretary

RHI ENTERTAINMENT HOLDINGS II, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CFO and Secretary

RHIE HOLDINGS INC.

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CFO and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: Executive VP, Finance, CFO and Secretary

RHI ENTERTAINMENT PRODUCTIONS, LLC

By David R Coke

Name: David Coke

Title: Senior VP, Controller and Treasurer

RHI INTERNATIONAL DISTRIBUTION INC.

By David R Coke

Name: David Coke

Title: Senior VP, Controller and Treasurer

LIBRARY STORAGE, INC.

By David R Coke

Name: David Coke

Title: Senior VP, Controller and Treasurer

RHI ENTERTAINMENT LTD


By David R Coke

Name: David Coke

Title: Senior VP, Controller and Treasurer
Authorized Signatory

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and Issuing Bank

By: 
Name: Patrick J. Minnick
Title: Vice President

STATE OF New York)
COUNTY OF New York : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew P. Hines,

[personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, CFO and Secretary
of the company known as RHI ENTERTAINMENT, LLC (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)
COUNTY OF New York : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew P. Hines,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, CFO and Secretary
of the company known as RHI ENTERTAINMENT, INC. (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

Alan H. Block

Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)

COUNTY OF New York) : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew P. Hines,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, Grand Secretary
of the company known as RHI ENTERTAINMENT HOLDINGS II, LLC (the "Company") who
executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL8059004
Qualified in New York County 15
Commission Expires May 21, 20

STATE OF New York)
COUNTY OF New York) : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew P. Hines,

[personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, CFO and Secretary
of the company known as RHIE HOLDINGS INC. (the "Company") who executed the foregoing
instrument on behalf of the Company and acknowledged that the Company executed it pursuant
to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF New York)

COUNTY OF New York) ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew P. Hines,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Executive VP, Finance, and Secretary
of the company known as RHI ENTERTAINMENT DISTRIBUTION, LLC (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)

COUNTY OF New York) : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Lake,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Senior VP, Controller and Treasurer
of the company known as RHI ENTERTAINMENT PRODUCTIONS, LLC (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF New York)
COUNTY OF New York) : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Cole,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Senior VP, Controller and Treasurer
of the company known as RHI INTERNATIONAL DISTRIBUTION INC. (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)

COUNTY OF New York : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Coke,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Senior VP, Controller and Treasurer
of the company known as LIBRARY STORAGE, INC. (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)

COUNTY OF New York) : ss.:

On this the 15 day of November, 2011, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Cole,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Authorized signatory
of the company known as RHI ENTERTAINMENT LTD (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01816069004
Qualified in New York County
Commission Expires May 21, 2015

SCHEDULE 1

TRADEMARKS

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805714	3,843,184	Filed 8/27/2007, Registered 8/31/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805824	3,851,741	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806219	3,851,742	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT & Design
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806360	3,849,002	Filed 8/27/2007, Registered 9/14/2010	RHI ENTERTAINMENT & Design
UNITED STATES	RHI ENTERTAINMENT, LLC	85/437932	<i>Awaiting</i>	Filed 10/3/2011	RHI ENTERTAINMENT & Design (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/437935	<i>Awaiting</i>	Filed 10/3/2011	RHI ENTERTAINMENT & Design (NEW LOGO)
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009352, A0009357, A0009359	N/A	Filed 8/24/2007	RHI ENTERTAINMENT

TRADEMARK

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COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009379, A0009380, A0009388	N/A	Filed 8/27/2007	RHI ENTERTAINMENT & Design
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009348	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009349	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE & Design

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SCHEDULE 2

TRADEMARK LICENSES

None.

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
RHI Entertainment, LLC		07/23/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78849557	SONAR ENTERTAINMENT
Serial Number:	78849562	SONAR ENTERTAINMENT
Serial Number:	85584937	SONAR ENTERTAINMENT
Serial Number:	85584941	SONAR ENTERTAINMENT
Serial Number:	85584947	SONAR ENTERTAINMENT
Serial Number:	85584950	SONAR ENTERTAINMENT
Serial Number:	85584955	SONAR ENTERTAINMENT
Serial Number:	85584956	SONAR ENTERTAINMENT
Serial Number:	85584959	SONAR ENTERTAINMENT
Serial Number:	85593698	SONAR ENTERTAINMENT
Serial Number:	85593699	SONAR ENTERTAINMENT
Serial Number:	85593702	SONAR ENTERTAINMENT
Serial Number:	85593703	SONAR ENTERTAINMENT
Serial Number:	85593708	SONAR ENTERTAINMENT

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Serial Number:	85593709	SONAR ENTERTAINMENT
Serial Number:	85593711	SONAR ENTERTAINMENT
Serial Number:	85593718	SONAR ENTERTAINMENT
Serial Number:	85593723	SONAR ENTERTAINMENT

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.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0394
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	08/16/2012

Total Attachments: 18
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SUPPLEMENT NO. 2 TO THE
TRADEMARK SECURITY AGREEMENT – “2011 FIRST LIEN FACILITY”
DATED AS OF APRIL 1, 2011

WHEREAS, pursuant to the terms of that certain Credit, Security, Guaranty and Pledge Agreement (First Lien) dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”) among RHI Entertainment, LLC (the “Borrower”) and the Guarantors referred to therein (the Borrower and the Guarantors being collectively referred to herein as the “Pledgors”, and individually as a “Pledgor”), the Lenders referred to therein (the “Lenders”) and 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 available to the Borrower the First lien term loan facility contemplated therein;

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Trademark Security Agreement”), pursuant to which each of the Pledgors has granted 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 and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement.

THEREFORE,

A. Each of the Pledgors 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 and to all of such Pledgor’s right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement and each and every Trademark license added to Schedule B to the Trademark Security Agreement, pursuant to

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
RHI Entertainment, LLC		07/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. (as Administrative Agent)		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: United States: UNITED STATES		

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78849557	SONAR ENTERTAINMENT
Serial Number:	78849562	SONAR ENTERTAINMENT
Serial Number:	85584937	SONAR ENTERTAINMENT
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Serial Number:	85593703	SONAR ENTERTAINMENT
Serial Number:	85593708	SONAR ENTERTAINMENT

Serial Number:	85593709	SONAR ENTERTAINMENT
Serial Number:	85593711	SONAR ENTERTAINMENT
Serial Number:	85593718	SONAR ENTERTAINMENT
Serial Number:	85593723	SONAR ENTERTAINMENT

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.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0394
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	08/16/2012

Total Attachments: 18
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SUPPLEMENT NO. 2 TO THE
TRADEMARK SECURITY AGREEMENT – “2011 FIRST LIEN FACILITY”
DATED AS OF APRIL 1, 2011

WHEREAS, pursuant to the terms of that certain Credit, Security, Guaranty and Pledge Agreement (First Lien) dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”) among RHI Entertainment, LLC (the “Borrower”) and the Guarantors referred to therein (the Borrower and the Guarantors being collectively referred to herein as the “Pledgors”, and individually as a “Pledgor”), the Lenders referred to therein (the “Lenders”) and 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 available to the Borrower the First lien term loan facility contemplated therein;

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Trademark Security Agreement”), pursuant to which each of the Pledgors has granted 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 and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement.

THEREFORE,

A. Each of the Pledgors 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 and to all of such Pledgor’s right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement and each and every Trademark license added to Schedule B to the Trademark Security Agreement, pursuant to

paragraph B below, together with the goodwill of the business connected with, and symbolized by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the Schedule 1 hereto are hereby added to Schedule A to the Trademark Security Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

C. Since the date of the most recent Trademark Security Agreement Supplement, RHI Entertainment, Inc., a Grantor under the Trademark Security Agreement, has changed its name to Sonar Entertainment, Inc. By its execution hereof, Sonar Entertainment, Inc. hereby reaffirms all agreements and grants of security made by it under its former name under the Trademark Security Agreement and any Trademark Security Agreement Supplement previously delivered.

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

E. Any provision of this Trademark Security Agreement Supplement which is 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.

F. This Trademark Security Agreement Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement Supplement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement Supplement. This Trademark Security Agreement Supplement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement Supplement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement Supplement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement Supplement, and the parties hereby waive any right they may have to object to said treatment.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 2 to the Trademark Security Agreement to be duly executed as of July 23, 2012.

PLEDGORS:

RHI ENTERTAINMENT, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

SONAR ENTERTAINMENT, INC. (F/K/A RHI ENTERTAINMENT, INC.)

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

RHI ENTERTAINMENT HOLDINGS II, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

RHIE HOLDINGS INC.

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

RHI ENTERTAINMENT PRODUCTIONS, LLC

By Andrew P. Hines

Name: Andrew P. Hines

Title: EVP, CFO and Secretary

RHI INTERNATIONAL DISTRIBUTION INC.

By Andrew P. Hines

Name: Andrew P. Hines

Title: EVP, CFO and Secretary

LIBRARY STORAGE, INC.

By Andrew P. Hines

Name: Andrew P. Hines

Title: EVP, CFO and Secretary

RHI ENTERTAINMENT LTD

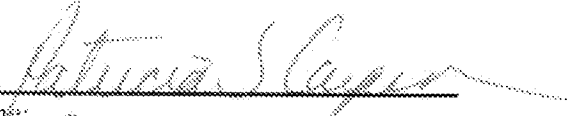
By Andrew P. Hines

Name: Andrew P. Hines

Title: EVP, CFO and Secretary

ACCEPTED:

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

By: 
Name: Patricia S. Carpen
Title: Vice President

Signature Page to Trademark Security Agreement Supplement No. 2 - First Lien

TRADEMARK
REEL: 007343 FRAME: 0408

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ADAM B. BLUM
Notary Public, State of New York
No. 021182104
Qualified in the County of _____
Commission Expires _____ 15

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01516059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
 COUNTY OF NEW YORK)
 _____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 0110000004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public - State of New York
No. 0193056004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ADAM H. BLOCK
Notary Public, State of New York
No. 048750100
Qualified in New York County
Commission Expires May 21, 2015 15

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 13 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 0193885301
Qualified in New York County
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 012533921
Qualified in New York County
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
 COUNTY OF NEW YORK)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN M. BLOCK
Notary Public, State of New York
No. 015433343
Qualified in New York County
Commission Expires July 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01316059004
Qualified in New York County 15
Commission Expires May 21, 2015

SCHEDULE 1**TRADEMARKS**

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/ REGISTRATION DATE	TRADEMARK
UNITED STATES	RHI ENTERTAINMENT, LLC	78/849,557	3,600,344	Filed 3/29/2006, Registered 3/31/2009	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/849,562	3,600,345	Filed 3/29/2006, Registered 3/31/2009	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,937	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,941	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,947	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,950	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,955	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,956	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,959	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,698	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,699	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/ REGISTRATION DATE	TRADEMARK
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,702	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,703	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,708	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,709	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,711	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,718	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,723	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)

paragraph B below, together with the goodwill of the business connected with, and symbolized by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the Schedule 1 hereto are hereby added to Schedule A to the Trademark Security Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

C. Since the date of the most recent Trademark Security Agreement Supplement, RHI Entertainment, Inc., a Grantor under the Trademark Security Agreement, has changed its name to Sonar Entertainment, Inc. By its execution hereof, Sonar Entertainment, Inc. hereby reaffirms all agreements and grants of security made by it under its former name under the Trademark Security Agreement and any Trademark Security Agreement Supplement previously delivered.

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

E. Any provision of this Trademark Security Agreement Supplement which is 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.

F. This Trademark Security Agreement Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement Supplement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement Supplement. This Trademark Security Agreement Supplement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement Supplement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement Supplement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement Supplement, and the parties hereby waive any right they may have to object to said treatment.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 2 to the Trademark Security Agreement to be duly executed as of July 23, 2012.

PLEDGORS:

RHI ENTERTAINMENT, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

SONAR ENTERTAINMENT, INC. (F/K/A RHI ENTERTAINMENT, INC.)

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

RHI ENTERTAINMENT HOLDINGS II, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

RHIE HOLDINGS INC.

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By Andrew P. Hines
Name: Andrew P. Hines
Title: EVP, CFO and Secretary

Signature Page to Trademark Security Agreement Supplement No. 2 – First Lien

TRADEMARK
REEL: 007343 FRAME: 0423

RHI ENTERTAINMENT PRODUCTIONS, LLC

By Andrew P. Hines

Name: Andrew P. Hines

Title: EVP, CFO and Secretary

RHI INTERNATIONAL DISTRIBUTION INC.

By Andrew P. Hines

Name: Andrew P. Hines

Title: EVP, CFO and Secretary

LIBRARY STORAGE, INC.

By Andrew P. Hines

Name: Andrew P. Hines

Title: EVP, CFO and Secretary

RHI ENTERTAINMENT LTD

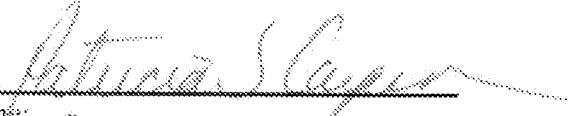
By Andrew P. Hines

Name: Andrew P. Hines

Title: EVP, CFO and Secretary

ACCEPTED:

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

By: 
Name: Patricia S. Carpen
Title: Vice President

Signature Page to Trademark Security Agreement Supplement No. 2 - First Lien

TRADEMARK
REEL: 007343 FRAME: 0425

STATE OF NEW YORK)
)
) ss:
)
 COUNTY OF NEW YORK)
 _____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ADAM B. BLUM
Notary Public, State of New York
No. 02162010
Qualified in the County of _____
Commission Expires _____ 15

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01516059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 0110000004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public - State of New York
No. 0193056094
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ADAM H. BLOCK
Notary Public, State of New York
No. 048750100
Qualified in New York County
Commission Expires May 21, 2015 15

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 13 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOOM
Notary Public, State of New York
No. 0193885301
Qualified in New York County
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 012533901
Qualified in New York County
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN M. BLOCK
Notary Public, State of New York
No. 015433436
Qualified in New York County
Commission Expires July 21, 2015

STATE OF NEW YORK)
)
) ss:
COUNTY OF NEW YORK)
_____)

On the 23 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew P. Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01316059004
Qualified in New York County 15
Commission Expires May 21, 2015

SCHEDULE 1**TRADEMARKS**

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/ REGISTRATION DATE	TRADEMARK
UNITED STATES	RHI ENTERTAINMENT, LLC	78/849,557	3,600,344	Filed 3/29/2006, Registered 3/31/2009	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/849,562	3,600,345	Filed 3/29/2006, Registered 3/31/2009	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,937	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,941	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,947	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
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UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,955	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,956	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,959	<i>Pending- Newly filed application</i>	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,698	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,699	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/ REGISTRATION DATE	TRADEMARK
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UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,711	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,718	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,723	<i>Pending- Newly filed application</i>	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Interest: Supp. 3/First Lien	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHI Entertainment, LLC		10/25/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent and Issuing Bank		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85437932	RHI ENTERTAINMENT	
Serial Number:	85437935	RHI ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		
ATTORNEY DOCKET NUMBER:	066397-0394		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

CH \$65.00 85437932

Signature:	/Catherine R. Howell/
Date:	11/29/2012
Total Attachments: 16 source=RHI - 1st lien nov 2012#page1.tif source=RHI - 1st lien nov 2012#page2.tif source=RHI - 1st lien nov 2012#page3.tif source=RHI - 1st lien nov 2012#page4.tif source=RHI - 1st lien nov 2012#page5.tif source=RHI - 1st lien nov 2012#page6.tif source=RHI - 1st lien nov 2012#page7.tif source=RHI - 1st lien nov 2012#page8.tif source=RHI - 1st lien nov 2012#page9.tif source=RHI - 1st lien nov 2012#page10.tif source=RHI - 1st lien nov 2012#page11.tif source=RHI - 1st lien nov 2012#page12.tif source=RHI - 1st lien nov 2012#page13.tif source=RHI - 1st lien nov 2012#page14.tif source=RHI - 1st lien nov 2012#page15.tif source=RHI - 1st lien nov 2012#page16.tif	

SUPPLEMENT NO. 3 TO THE
TRADEMARK SECURITY AGREEMENT – “2011 FIRST LIEN FACILITY”
DATED AS OF APRIL 1, 2011

WHEREAS, pursuant to the terms of that certain Credit, Security, Guaranty and Pledge Agreement (First Lien) dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”) among RHI Entertainment, LLC (the “Borrower”) and the Guarantors referred to therein (the Borrower and the Guarantors being collectively referred to herein as the “Pledgors”, and individually as a “Pledgor”), the Lenders referred to therein (the “Lenders”) and 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 available to the Borrower the First lien term loan facility contemplated therein;

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Trademark Security Agreement”), pursuant to which each of the Pledgors has granted 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 and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations;

WHEREAS, the Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement.

THEREFORE,

A. Each of the Pledgors 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 and to all of such Pledgor’s right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement and each and every Trademark license added to Schedule B to the Trademark Security Agreement, pursuant to

paragraph B below, together with the goodwill of the business connected with, and symbolized by, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the Schedule 1 hereto are hereby added to Schedule A to the Trademark Security Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

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

D. Any provision of this Trademark Security Agreement Supplement which is 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.

E. This Trademark Security Agreement Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement Supplement by facsimile or transmitted electronically in a Tagged Image Format File (“TIFF”), Portable Document Format (“PDF”) or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement Supplement. This Trademark Security Agreement Supplement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement Supplement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement Supplement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement Supplement, and the parties hereby waive any right they may have to object to said treatment.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 3 to the Trademark Security Agreement to be duly executed as of October 25, 2012.

PLEDGORS:

RHI ENTERTAINMENT, LLC

By Andrew P. Hines
Name: Andrew Hines
Title: Executive VP Finance, CFO and Secretary

SONAR ENTERTAINMENT, INC.

By Andrew P. Hines
Name: Andrew Hines
Title: Executive VP Finance, CFO and Secretary

RHI ENTERTAINMENT HOLDINGS II, LLC

By Andrew P. Hines
Name: Andrew Hines
Title: Executive VP Finance, CFO and Secretary

RHIE HOLDINGS INC.

By Andrew P. Hines
Name: Andrew Hines
Title: Executive VP Finance, CFO and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By Andrew P. Hines
Name: Andrew Hines
Title: Executive VP Finance, CFO and Secretary

RHI ENTERTAINMENT PRODUCTIONS, LLC

By David R Coke
Name: David Coke
Title: Senior VP Finance, Controller and Treasurer

RHI INTERNATIONAL DISTRIBUTION INC.

By David R Coke
Name: David Coke
Title: Senior VP Finance, Controller and Treasurer

LIBRARY STORAGE, INC.

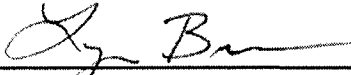
By David R Coke
Name: David Coke
Title: Senior VP Finance, Controller and Treasurer

RHI ENTERTAINMENT LTD

By David R Coke
Name: David Coke
Title: Director

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and Issuing Bank

By: 
Name: Lynn Drown
Title: Authorized Officer

Signature Page to Trademark Security Agreement Supplement No. 3 – First Lien

TRADEMARK
REEL: 007343 FRAME: 0445

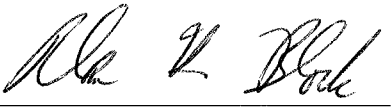
STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 25 day of October, 2012, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew Hines,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Executive VP Finance, CFO and Secretary
of the company known as RHI ENTERTAINMENT, LLC (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County 15
Commission Expires May 21, 2015

STATE OF New York)
COUNTY OF New York) : ss.:

On this the 25 day of October, 2012, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew Hines,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Executive VP Finance, IP and Secretary
of the company known as SONAR ENTERTAINMENT, INC. (the "Company") who executed
the foregoing instrument on behalf of the Company and acknowledged that the Company
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 25 day of October, 2012, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew Hines,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Executive VP Finance, CO and
of the company known as RHI ENTERTAINMENT HOLDINGS II, LLC (the "Company") who secretary
executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

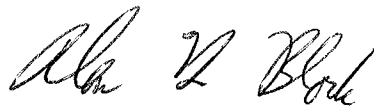
STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 25 day of October, 2012, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew Hines,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Creative VP Frame, Po and
of the company known as RHIE HOLDINGS INC. (the "Company") who executed the foregoing secondary
instrument on behalf of the Company and acknowledged that the Company executed it pursuant
to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BLC059004
Qualified in New York County
Commission Expires May 21, 2015

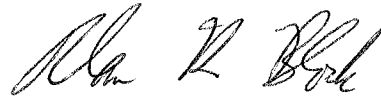
STATE OF New York)
: ss.:
COUNTY OF New York)

On this the 25 day of October, 2012, before me, Alan H. Block,
the undersigned Notary Public, personally appeared Andrew Hines,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Executive VP Finance, CEO and Secretary
of the company known as RHI ENTERTAINMENT DISTRIBUTION, LLC (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF New York)
COUNTY OF New York) ss.:

On this the 25 day of October, 2012, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Cole,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Senior VP Finance, Controller and Treasurer
of the company known as RHI ENTERTAINMENT PRODUCTIONS, LLC (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BLG059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 25 day of October, 2012, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Cole,

[] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Sever Up Finance, Co. Controller and Treasurer
of the company known as RHI INTERNATIONAL DISTRIBUTION INC. (the "Company")
who executed the foregoing instrument on behalf of the Company and acknowledged that the
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6058004
Qualified in New York County
Commission Expires May 21, 2015


STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 25 day of October, 2012, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Cole,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the Senior VP Finance, Controller
of the company known as LIBRARY STORAGE, INC. (the "Company") who executed the and treasurer
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015


STATE OF New York)
 : ss.:
COUNTY OF New York)

On this the 25 day of October, 2012, before me, Alan H. Block,
the undersigned Notary Public, personally appeared David Cole,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Director
of the company known as RHI ENTERTAINMENT LTD (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01516053004
Qualified in New York County 15
Commission Expires May 21, 2015

SCHEDULE 1

TRADEMARKS

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
UNITED STATES	RHI ENTERTAINMENT, LLC	85/437932	Notice of Acceptance of Statement of Use received 7/24/202 Awaiting Certificate of Registration	Filed 10/3/2011	RHI ENTERTAINMENT & Design (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/437935	Notice of Acceptance of Statement of Use received 7/24/202 Awaiting Certificate of Registration	Filed 10/3/2011	RHI ENTERTAINMENT & Design (NEW LOGO)

Copyright

United States Copyright Office

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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = RHI Entertainment

Search Results: Displaying 498 of 1581 entries



Labeled View

THE INFINITE WORLDS OF H.G. WELLS & 975 other titles.

Type of Work: Recorded Document

Document Number: V3602D422

Date of Recordation: 2011-04-26

Entire Copyright Document: V3602 D422 P1-60

Date of Execution: as of 1Apr11

Title: THE INFINITE WORLDS OF H.G. WELLS & 975 other titles.

Notes: Copyright security agreement -- 2011 first lien facility. In V3602 D421-423 P1-60; Titles 2564/976 (2/3).

Party 1: RHI Entertainment, LLC, RHI Entertainment, Inc., RHIE Holdings, Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment Distribution, LLC, RHI Entertainment Productions, LLC, RHI International Distribution, Inc., Library Storage, Inc. & RHI Entertainment, Ltd.

Party 2: JPMorgan Chase Bank, NA.

Links: [List of Titles](#)

Names: [RHI Entertainment, LLC](#)

[RHI Entertainment, Inc.](#)

[RHIE Holdings, Inc.](#)

[RHI Entertainment Holdings II, LLC](#)

[RHI Entertainment Distribution, LLC](#)

[RHI Entertainment Productions, LLC](#)

[RHI International Distribution, Inc.](#)

[Library Storage, Inc.](#)

[RHI Entertainment, Ltd.](#)

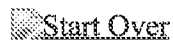
[JPMorgan Chase Bank, NA](#)



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This list contains titles in document **V3602D422**

Document title: THE INFINITE WORLDS OF H.G. WELLS & 975 other titles.

The complete document is: **V3602 D422 P1-60**

List of titles:

- 001 The INFINITE WORLDS OF H.G WELLS / Reg. PA0001069558.
- 002 INFORMANT / Reg. PAU002214806.
- 003 INSIDE / Reg. PAU002134142.
- 004 INSIDE THE OSMONDS : a.k.a. OSMONDS / Reg. PA0001086994.
- 005 INSIDE THE OSMONDS : a.k.a. OSMONDS.
- 006 INSPECTORS / Reg. PA0000962083.
- 007 INSPECTORS II : A SHRED OF EVIDENCE / Reg. PA0000987116.
- 008 INTO THE WOODS JUNIOR / Reg. PA0001319372.
- 009 IS THERE LIFE OUT THERE? / Reg. PAU001881094.
- 010 ISLAND OF DRUMS: STORYBOOK INTERNATIONAL.
- 011 IVANA TRUMP's FOR LOVE ALONE / Reg. PAU001869941.
- 012 IZZY & MOE / Reg. PA0000278426.
- 013 JACK / Reg. PA0001372291.
- 014 JACK AND THE BEANSTALK / Reg. PA0001087028.
- 015 JACKIE, ETHEL & JOAN:THE WOMEN OF CAMELOT / Reg. PA0001016418.
- 016 JANE DOE 1: VANISHING ACT / Reg. PAU003000974.
- 017 JANE DOE 2: NOW YOU SEE IT, NOW YOU DON'T / Reg. PAU003000982.
- 018 JANE DOE 3: THE WRONG FACE / Reg. PAU003000969.
- 019 JANE DOE 4: TIL DEATH DO US PART / Reg. PAU003000975.
- 020 JANE DOE 5: THE HARDER THEY FALL / Reg. PAU003000971.
- 021 JANE DOE 6: YES, I REMEMBER IT WELL / Reg. PAU003000970.
- 022 JANE DOE 7: HOW TO FIRE YOUR BOSS / Reg. PA0001343453.
- 023 JANE DOE 8: SHAKEN AND STIRRED / Reg. PAU003116220.
- 024 JANE DOE 9: EYE OF THE BEHOLDER / Reg. PAU003125119.

- 025 JASON AND THE ARGONAUTS / Reg. PA0000991009.
- 026 JASPER, TEXAS / Reg. PA0001316036.
- 027 JASPER, TEXAS / Reg. PA0001260218.
- 028 JESSE HAWKS / Reg. PA0001369188.
- 029 JESSICA.
- 030 JOE TORRE STORY:CURVEBALLS ALONG THE WAY / Reg. PA0000881427.
- 031 JOHNNY & CLYDE / Reg. PA0001369202.
- 032 JOHNNY MYSTO: BOY WIZARD / Reg. PA0000868812.
- 033 JOHNNY'S GIRL / Reg. PAU001776240.
- 034 JOHNSON COUNTY ROADS / Reg. PA0001390922.
- 035 JONATHAN STONE'S THREAT OF INNOCENCE / Reg. PA0000712287.
- 036 FRAME UP.
- 037 JOSH KIRBY: EGGS FROM 70 MILLION B.C. / Reg. PAU002006659.
- 038 JOSH KIRBY: JOURNEY TO THE MAGIC CAVERN / Reg. PAU002002163.
- 039 JOSH KIRBY: LAST BATTLE OF THE UNIVERSE / Reg. PAU002024187.
- 040 JOSH KIRBY: PLANET OF THE DINO-KNIGHTS / Reg. PA0000821672.
- 041 JOSH KIRBY: THE HUMAN PETS / Reg. PAU001981941.
- 042 JOSH KIRBY: TRAPPED IN TOYWORLD / Reg. PAU001994041.
- 043 JOURNEY OF THE HEART / Reg. PA0000822817.
- 044 JOURNEY TO THE CENTER OF THE EARTH / Reg. PA0000962072.
- 045 JOURNEY TO THE CENTER OF THE EARTH (2007)
- 046 JUNGLE BOOK: SEARCH FOR LOST TREASURE / Reg. PAU002498013.
- 047 JUST A DREAM / Reg. PA0001364012.
- 048 KAROL.
- 049 KELLY THE SECOND / Reg. R00000324748.
- 050 KELLY-KELTON "PAN HANDLERS" / Reg. R00000317584.
- 051 KELLY-ROBERTI SHORTS. 4 REELS / Reg. R00000324741.
- 052 KELLY-ROBERTI SHORTS. 4 REELS / Reg. R00000324747.
- 053 KELSEY'S SON / Reg. PA0000526541.
- 054 KENNY ROGERS CHRISTMAS SPECIAL / Reg. PAU003116362.

- 055 KENYA / Reg. PAU001511431.
- 056 KIDNAPPED / Reg. PA0000828233.
- 057 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000241872.
- 058 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000241873.
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092 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000340016.
093 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000340017.
094 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000340018.
095 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000340019.
096 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000340020.
097 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367232.
098 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367237.
099 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367238.
100 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367248.
101 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367251.
102 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367252.
103 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367253.
104 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367254.
105 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367931.
106 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367936.
107 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367937.
108 KIDS,INC. 84/85-85/86 52 SHOWS / Reg. PA0000367938.
109 KIDS,INC. 91-92 20 SHOWS / Reg. PA0001375208.
110 KIDS,INC. 92-93 SEASON 13 SHOW / Reg. PA0001378766.
111 KIDS,INC. 93-94 SEASON 10 SHOW / Reg. PA0001378766.
112 KIDS,INC. TV SEASONS 86-90 #54 / Reg. PA0000367249.
113 KIDS,INC. TV SEASONS 86-90 #55 / Reg. PA0000367250.
114 KIDS,INC. TV SEASONS 86-90 #56 / Reg. PA0000378689.

- 115 KIDS,INC. TV SEASONS 86-90 #57 / Reg. PA0001378690.
- 116 KIDS,INC. TV SEASONS 86-90 #58 / Reg. PA0001378697.
- 117 KIDS,INC. TV SEASONS 86-90 #59 / Reg. PA0001378698.
- 118 KILLER INSTINCT: From Files of Candice DeLong / Reg. PA0001202077.
- 119 KILLER INSTINCT: From Files of Candice DeLong.
- 120 KILLER WAVE / Reg. PAU003112269.
- 121 KING & QUEEN OF MOONLIGHT BAY : a.k.a. BOSS LEAR / Reg. PAU002915773.
- 122 KING OF TEXAS / Reg. PA0001091838.
- 123 KING SOLOMON'S MINES / Reg. PAU003001010.
- 124 KING'S SECRET, THE STORYBOOK INT'L.
- 125 KUNG FU KILLER I / Reg. PA0001637749.
- 126 KUNG FU KILLER II / Reg. PA0001637752.
- 127 La FEMME MUSKETEER / Reg. PAU003001012.
- 128 LARRY MCMURTRY'S DEAD MAN'S WALK / Reg. PA0000817109.
- 129 LARRY MCMURTRY'S STREETS OF LAREDO / Reg. PA0000796880.
- 130 LAST CALL / Reg. PA0001260211.
- 131 The LAST COWBOY / Reg. PAU002915769.
- 132 LAST DAYS OF FRANKIE THE FLY / Reg. PAU002144969.
- 133 LAST ELEPHANT / Reg. PAU001396616.
- 134 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000290397.
- 135 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000290836.
- 136 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000290837.
- 137 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000290838.
- 138 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000290839.
- 139 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000290840.
- 140 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000290841.
- 141 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000293145.
- 142 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000293146.
- 143 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000295404.
- 144 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000295405.

- 145 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000295448.
- 146 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000297645.
- 147 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000297646.
- 148 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307778.
- 149 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307779.
- 150 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307791.
- 151 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307792.
- 152 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307793.
- 153 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307794.
- 154 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307795.
- 155 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307796.
- 156 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307798.
- 157 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000307799.
- 158 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PA0000313647.
- 159 LAUREL & HARDY 1-26 B&W 88 MIN. EACH / Reg. PAU001629099.
- 160 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PA0000290396.
- 161 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629096.
- 162 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629097.
- 163 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629098.
- 164 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629100.
- 165 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629101.
- 166 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629102.
- 167 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629103.
- 168 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629104.
- 169 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629105.
- 170 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629106.
- 171 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629107.
- 172 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629108.
- 173 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629109.
- 174 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629110.

- 175 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629111.
- 176 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629112.
- 177 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629113.
- 178 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629114.
- 179 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629115.
- 180 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629116.
- 181 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001629117.
- 182 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001644194.
- 183 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001644196.
- 184 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001644197.
- 185 LAUREL & HARDY 1-26 COLOR 88 MINUTES EACH / Reg. PAU001644199.
- 186 LAUREL & HARDY SHORTS (B&W) / Reg. PA0000316490.
- 187 LAUREL & HARDY SHORTS (B&W) / Reg. R00000176905.
- 188 LAUREL & HARDY SHORTS (B&W) / Reg. R00000176908.
- 189 LAUREL & HARDY SHORTS (B&W) / Reg. R00000182601.
- 190 LAUREL & HARDY SHORTS (B&W) / Reg. R00000182605.
- 191 LAUREL & HARDY SHORTS (B&W) / Reg. R00000198851.
- 192 LAUREL & HARDY SHORTS (B&W) / Reg. R00000198852.
- 193 LAUREL & HARDY SHORTS (B&W) / Reg. R00000206644.
- 194 LAUREL & HARDY SHORTS (B&W) / Reg. R00000206645.
- 195 LAUREL & HARDY SHORTS (B&W) / Reg. R00000206648.
- 196 LAUREL & HARDY SHORTS (B&W) / Reg. R00000206656.
- 197 LAUREL & HARDY SHORTS (B&W) / Reg. R00000206658.
- 198 LAUREL & HARDY SHORTS (B&W) / Reg. R00000209025.
- 199 LAUREL & HARDY SHORTS (B&W) / Reg. R00000221669.
- 200 LAUREL & HARDY SHORTS (B&W) / Reg. R00000221671.
- 201 LAUREL & HARDY SHORTS (B&W) / Reg. R00000221675.
- 202 LAUREL & HARDY SHORTS (B&W) / Reg. R00000225702.
- 203 LAUREL & HARDY SHORTS (B&W) / Reg. R00000225708.
- 204 LAUREL & HARDY SHORTS (B&W) / Reg. R00000232200.

- 205 LAUREL & HARDY SHORTS (B&W) / Reg. R00000232202.
- 206 LAUREL & HARDY SHORTS (B&W) / Reg. R00000236735.
- 207 LAUREL & HARDY SHORTS (B&W) / Reg. R00000252320.
- 208 LAUREL & HARDY SHORTS (B&W) / Reg. R00000252326.
- 209 LAUREL & HARDY SHORTS (B&W) / Reg. R00000252328.
- 210 LAUREL & HARDY SHORTS (B&W) / Reg. R00000252333.
- 211 LAUREL & HARDY SHORTS (B&W) / Reg. R00000253245.
- 212 LAUREL & HARDY SHORTS (B&W) / Reg. R00000253246.
- 213 LAUREL & HARDY SHORTS (B&W) / Reg. R00000264106.
- 214 LAUREL & HARDY SHORTS (B&W) / Reg. R00000264110.
- 215 LAUREL & HARDY SHORTS (B&W) / Reg. R00000264113.
- 216 LAUREL & HARDY SHORTS (B&W) / Reg. R00000280985.
- 217 LAUREL & HARDY SHORTS (B&W) / Reg. R00000280995.
- 218 LAUREL & HARDY SHORTS (B&W) / Reg. R00000281113.
- 219 LAUREL & HARDY SHORTS (B&W) / Reg. R00000281115.
- 220 LAUREL & HARDY SHORTS (B&W) / Reg. R00000299637.
- 221 LAUREL & HARDY SHORTS (B&W) / Reg. R00000299645.
- 222 LAUREL & HARDY SHORTS (B&W) / Reg. R00000317563.
- 223 LAUREL & HARDY SHORTS (COLOR) / Reg. PA0000460481.
- 224 LAUREL & HARDY SHORTS (COLOR) / Reg. PA0000460484.
- 225 LAUREL & HARDY SHORTS (COLOR) / Reg. PA0000460488.
- 226 LAUREL & HARDY SHORTS (COLOR) / Reg. PA0000460491.
- 227 LAUREL & HARDY SPECIAL 1992 / Reg. PA0000640713.
- 228 LAUREL AND HARDY SILENTS / Reg. LU0000018910.
- 229 LAUREL AND HARDY SILENTS / Reg. LU0000018911.
- 230 LAUREL AND HARDY SILENTS / Reg. LU0000018958.
- 231 LAUREL AND HARDY SILENTS / Reg. LU0000019046.
- 232 LAUREL AND HARDY SILENTS / Reg. LU0000019060.
- 233 LAUREL AND HARDY SILENTS / Reg. LU0000019584.
- 234 LAUREL AND HARDY SILENTS / Reg. LU0000019810.

- 235 LAUREL AND HARDY SILENTS / Reg. LU0000020188.
- 236 LAUREL AND HARDY SILENTS / Reg. LU0000020457.
- 237 LAUREL AND HARDY SILENTS / Reg. LU0000021506.
- 238 LAUREL AND HARDY SILENTS / Reg. LU0000021731.
- 239 LAUREL AND HARDY SILENTS / Reg. LU0000022775.
- 240 LAUREL AND HARDY SILENTS / Reg. LU0000022966.
- 241 LAUREL AND HARDY SILENTS / Reg. LU0000022969.
- 242 LAUREL AND HARDY SILENTS / Reg. LU0000022972.
- 243 LAUREL AND HARDY SILENTS / Reg. LU0000022978.
- 244 LAUREL AND HARDY SILENTS / Reg. LU0000023255.
- 245 LAUREL AND HARDY SILENTS / Reg. LU0000023421.
- 246 LAUREL AND HARDY SILENTS / Reg. R00000140921.
- 247 LAUREL AND HARDY SILENTS / Reg. R00000142084.
- 248 LAUREL AND HARDY SILENTS / Reg. R00000142090.
- 249 LAUREL AND HARDY SILENTS / Reg. R00000142094.
- 250 LAUREL AND HARDY SILENTS / Reg. R00000142095.
- 251 LAUREL AND HARDY SILENTS / Reg. R00000142100.
- 252 LAUREL AND HARDY SILENTS / Reg. R00000142102.
- 253 LAUREL AND HARDY SILENTS / Reg. R00000142103.
- 254 LAUREL AND HARDY SILENTS / Reg. R00000142104.
- 255 LAUREL AND HARDY SILENTS / Reg. R00000142108.
- 256 LAUREL AND HARDY SILENTS / Reg. R00000142114.
- 257 LAUREL AND HARDY SILENTS / Reg. R00000142115.
- 258 LAUREL AND HARDY SILENTS / Reg. R00000142116.
- 259 LAUREL AND HARDY SILENTS / Reg. R00000154816.
- 260 LAUREL AND HARDY SILENTS / Reg. R00000157060.
- 261 LAUREL AND HARDY SILENTS / Reg. R00000157064.
- 262 LAUREL AND HARDY SILENTS / Reg. R00000159819.
- 263 LAUREL AND HARDY SILENTS / Reg. R00000160109.
- 264 LAUREL AND HARDY SILENTS / Reg. R00000160693.

- 265 LAUREL AND HARDY SILENTS / Reg. R00000160696.
266 LAUREL AND HARDY SILENTS / Reg. R00000160697.
267 LAUREL AND HARDY SILENTS / Reg. R00000160700.
268 LAUREL AND HARDY SILENTS / Reg. R00160109704.
269 LAUREL AND HARDY SILENTS / Reg. R00000160705.
270 LAUREL AND HARDY SILENTS / Reg. R00000160706.
271 LAUREL AND HARDY SILENTS / Reg. R00000160863.
272 LAUREL AND HARDY SILENTS / Reg. R00000164992.
273 LAUREL AND HARDY SILENTS / Reg. R00000176885.
274 LAUREL AND HARDY SILENTS / Reg. R00000176888.
275 LAUREL AND HARDY SILENTS / Reg. R00000176892.
276 LAUREL AND HARDY SILENTS / Reg. R00000176896.
277 LAUREL AND HARDY SILENTS / Reg. R00000176900.
278 LAUREL AND HARDY SILENTS / Reg. R00000176901.
279 LAUREL AND HARDY SILENTS / Reg. R00000176912.
280 LAUREL AND HARDY SILENTS / Reg. R00000176913.
281 LAUREL AND HARDY SILENTS / Reg. R00000176915.
282 LAUREL AND HARDY SILENTS / Reg. R00000182607.
283 LEARNING THE ROPES 24X30 / Reg. PA0000415319.
284 LEARNING THE ROPES 24X30 / Reg. PA0000415320.
285 LEARNING THE ROPES 24X30 / Reg. PA0000415321.
286 LEARNING THE ROPES 24X30 / Reg. PA0000415322.
287 LEARNING THE ROPES 24X30 / Reg. PA0000415323.
288 LEARNING THE ROPES 24X30 / Reg. PA0000415324.
289 LEARNING THE ROPES 24X30 / Reg. PA0000415325.
290 LEARNING THE ROPES 24X30 / Reg. PA0000415326.
291 LEARNING THE ROPES 24X30 / Reg. PA0000415327.
292 LEARNING THE ROPES 24X30 / Reg. PA0000415328.
293 LEARNING THE ROPES 24X30 / Reg. PA0000415329.
294 LEARNING THE ROPES 24X30 / Reg. PA0000415330.

- 295 LEARNING THE ROPES 24X30 / Reg. PA0000415331.
- 296 LEARNING THE ROPES 24X30 / Reg. PA0000415332.
- 297 LEARNING THE ROPES 24X30 / Reg. PA0000415333.
- 298 LEARNING THE ROPES 24X30 / Reg. PA0000415334.
- 299 LEARNING THE ROPES 24X30 / Reg. PA0000415335.
- 300 LEARNING THE ROPES 24X30 / Reg. PA0000415336.
- 301 LEARNING THE ROPES 24X30 / Reg. PA0000415337.
- 302 LEARNING THE ROPES 24X30 / Reg. PA0000415338.
- 303 LEARNING THE ROPES 24X30 / Reg. PA0000415339.
- 304 LEARNING THE ROPES 24X30 / Reg. PA0000415340.
- 305 LEARNING THE ROPES 24X30 / Reg. PA0000415341.
- 306 LEARNING THE ROPES 24X30 / Reg. PA0000415342.
- 307 LEARNING THE ROPES 24X30 / Reg. PA0000605477.
- 308 LEARNING THE ROPES 24X30 / Reg. PA0000605478.
- 309 LEARNING THE ROPES 24X30 / Reg. PA0000605479.
- 310 LEARNING THE ROPES 24X30 / Reg. PA0000605480.
- 311 LEARNING THE ROPES 24X30 / Reg. PA0000605481.
- 312 LEARNING THE ROPES 24X30 / Reg. PA0000605482.
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- 315 LEARNING THE ROPES 24X30 / Reg. PA0000605485.
- 316 LEARNING THE ROPES 24X30 / Reg. PA0000605486.
- 317 LEARNING THE ROPES 24X30 / Reg. PA0000605487.
- 318 LEARNING THE ROPES 24X30 / Reg. PA0000605488.
- 319 LEARNING THE ROPES 24X30 / Reg. PA0000605489.
- 320 LEGEND OF ATLANTIS / Reg. PA0000983720.
- 321 The LEGEND OF DOGWOMAN / Reg. PAU002469983.
- 322 The LEGEND OF GATOR FACE / Reg. PAU002082773.
- 323 The LEGEND OF SLEEPY HOLLOW / Reg. PA0001368199.
- 324 LEGEND OF THE LOST TOMB / Reg. PA0001069574.

- 325 LEGENDS OF THE AMERICAN WEST / Reg. PA0000596342.
- 326 LEGENDS OF THE AMERICAN WEST 5 X 30 / Reg. PA0000596507.
- 327 LEGENDS OF THE AMERICAN WEST 5 X 31 / Reg. PA0000596508.
- 328 LEGENDS OF THE AMERICAN WEST 5 X 32 / Reg. PA0000596509.
- 329 LEGENDS OF THE AMERICAN WEST 5 X 33 / Reg. PA0000596510.
- 330 LEGENDS OF THE AMERICAN WEST 5 X 34 / Reg. PA0000596511.
- 331 LIFE WITH ELVIS / Reg. PAU003116358.
- 332 LIFEPOD / Reg. PA0000627852.
- 333 LILY DALE / Reg. PA0001370108.
- 334 LILY IN LOVE / Reg. PA0000288369.
- 335 LITTLE ANGELS:THE BRIGHTEST CHRISTMAS / Reg. PA0000983721.
- 336 LITTLE BEGGAR: STORYBOOK INTERNATIONAL.
- 337 LITTLE GHOST / Reg. PA0000916271.
- 338 LITTLE MISS MAGIC / Reg. PAU002239827.
- 339 LITTLE MISS PERFECT / Reg. PA0000335954.
- 340 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810358.
- 341 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810359.
- 342 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810360.
- 343 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810361.
- 344 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810362.
- 345 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810363.
- 346 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810364.
- 347 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810365.
- 348 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810366.
- 349 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810367.
- 350 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810368.
- 351 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810369.
- 352 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810371.
- 353 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810372.
- 354 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810373.

- 355 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810374.
- 356 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810375.
- 357 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810376.
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- 360 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810379.
- 361 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810380.
- 362 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810381.
- 363 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810382.
- 364 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810383.
- 365 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810384.
- 366 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810385.
- 367 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810386.
- 368 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810387.
- 369 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810388.
- 370 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810389.
- 371 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810390.
- 372 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810391.
- 373 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810392.
- 374 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810393.
- 375 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810394.
- 376 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810396.
- 377 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810397.
- 378 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810398.
- 379 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810399.
- 380 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810400.
- 381 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810401.
- 382 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810402.
- 383 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810403.
- 384 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810404.

- 385 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810405.
- 386 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810406.
- 387 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810407.
- 388 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810408.
- 389 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810409.
- 390 LITTLE RASCALS (855 MIN. COLOR) / Reg. PA0000810410.
- 391 LITTLE RASCALS FOLLIES OF 1936 / Reg. PA0000810370.
- 392 LITTLE RASCALS FOLLIES OF 1936 / Reg. PA0000317572.
- 393 LITTLE RASCALS FOLLIES OF 1938 / Reg. PA0000810395.
- 394 LITTLE RASCALS FOLLIES OF 1938 / Reg. LP0000007680.
- 395 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000152702.
- 396 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000152703.
- 397 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000152704.
- 398 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000154161.
- 399 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000154162.
- 400 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000154163.
- 401 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000154164.
- 402 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000154165.
- 403 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000160737.
- 404 LITTLE RASCALS SHORTS 140 REELS : a.k.a. PANIC BUTTON / Reg. R00000160738.
- 405 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000160739.
- 406 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000164993.
- 407 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176881.
- 408 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176887.
- 409 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176891.
- 410 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176895.
- 411 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176898.
- 412 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176904.
- 413 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176911.
- 414 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176914.

- 415 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176916.
- 416 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176917.
- 417 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176918.
- 418 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000176921.
- 419 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000182598.
- 420 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000182602.
- 421 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000182603.
- 422 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000182606.
- 423 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000182608.
- 424 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000194352.
- 425 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000194353.
- 426 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000194354.
- 427 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000198853.
- 428 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000206652.
- 429 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000206653.
- 430 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000206741.
- 431 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000225695.
- 432 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000225696.
- 433 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000225697.
- 434 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000225698.
- 435 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000225700.
- 436 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000225704.
- 437 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000232119.
- 438 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000232203.
- 439 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000236738.
- 440 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000236742.
- 441 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000252324.
- 442 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000252329.
- 443 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000252330.
- 444 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000252332.

- 445 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000252335.
446 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000253249.
447 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000264096.
448 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000264099.
449 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000264102.
450 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000264114.
451 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000280984.
452 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000280997.
453 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000281001.
454 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000281002.
455 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000281108.
456 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000281117.
457 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000299636.
458 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000229641.
459 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000299644.
460 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000299648.
461 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000299650.
462 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000299651.
463 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000299655.
464 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000317564.
465 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000317566.
466 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000317578.
467 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000317579.
468 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000317581.
469 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000317582.
470 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000317583.
471 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000324744.
472 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000324749.
473 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000341915.
474 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000341916.

- 475 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000341917.
- 476 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000341918.
- 477 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000341919.
- 478 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000341920.
- 479 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000341921.
- 480 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000341922.
- 481 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000361169.
- 482 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000361170.
- 483 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000361171.
- 484 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000361172.
- 485 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000361173.
- 486 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000362812.
- 487 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000362813.
- 488 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000362814.
- 489 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000362815.
- 490 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000362818.
- 491 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000374807.
- 492 LITTLE RASCALS SHORTS 140 REELS / Reg. R00000374808.
- 493 The LITTLE RIDERS / Reg. PA0000811010.
- 494 LIVES OF THE SAINTS / Reg. PAu003026663.
- 495 LOCKED IN SILENCE / Reg. PA0000948225.
- 496 LONESOME DOVE I / Reg. PA0000431895.
- 497 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700056.
- 498 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700057.
- 499 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700058.
- 500 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700059.
- 501 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700060.
- 502 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700061.
- 503 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700062.
- 504 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700063.

- 505 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700064.
506 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700065.
507 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700066.
508 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700203.
509 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700204.
510 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700205.
511 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700206.
512 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700207.
513 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700208.
514 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700209.
515 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700210.
516 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700211.
517 LONESOME DOVE SERIES 1-21 X 60 / Reg. PA0000700212.
518 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000789130.
519 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000789131.
520 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000789132.
521 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000789133.
522 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000789134.
523 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000789135.
524 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000791296.
525 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000791297.
526 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000791298.
527 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000791299.
528 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000791300.
529 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000791301.
530 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000791302.
531 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000791303.
532 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000796881.
533 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000796900.
534 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000796901.

- 535 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000796902.
- 536 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000796903.
- 537 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000796904.
- 538 LONESOME DOVE SERIES 22-43 X 60 / Reg. PA0000796905.
- 539 LONESOME DOVE SERIES 22-43 X 60 : a.k.a. MONKEY KING / Reg. PA0000796906.
- 540 LONESOME DOVE/TALES OF PLAINS / Reg. PA0000700209.
- 541 LONESOME DOVE/TALES OF PLAINS / Reg. PA0000700210.
- 542 LONESOME DOVE/TALES OF PLAINS / Reg. PA0000700211.
- 543 LONE RIDER / Reg. PA0001693267.
- 544 The LONG WAY HOME / Reg. PA0001368200.
- 545 LOSING CHASE / Reg. PAu002082774.
- 546 The LOST EMPIRE / Reg. PA0001026155.
- 547 The LOST RUBY: STORYBOOK INTERNATIONAL.
- 548 LOVE COMES SOFTLY / Reg. PAu002912471.
- 549 LOVE IS A FOUR LETTER WORD / Reg. PAu003098876.
- 550 LOVE SONGS / Reg. PA0000959450.
- 551 LOVE THAT JILL / Reg. RE0000294123.
- 552 LOVE THAT JILL / Reg. RE0000294124.
- 553 LOVE THAT JILL / Reg. RE0000294125.
- 554 LOVE THAT JILL / Reg. RE0000294126.
- 555 LOVE THAT JILL / Reg. RE0000294127.
- 556 LOVE THAT JILL / Reg. RE0000294128.
- 557 LOVE THAT JILL / Reg. RE0000294129.
- 558 LOVE THAT JILL / Reg. RE0000294130.
- 559 LOVE THAT JILL / Reg. RE0000294131.
- 560 LOVE THAT JILL / Reg. RE0000294132.
- 561 LOVE THAT JILL / Reg. RE0000294133.
- 562 LOVE THAT JILL / Reg. RE0000294134.
- 563 LOVE THAT JILL / Reg. RE0000294135.
- 564 LOVE'S ABIDING JOY / Reg. PA0001343455.

- 565 LOVE'S ENDURING PROMISE / Reg. PAu003000981.
- 566 LOVE'S LONG JOURNEY / Reg. PAu003000978.
- 567 LOVE'S UNENDING LEGACY / Reg. PAu003112459.
- 568 LOVE'S UNFOLDING DREAM / Reg. PAu003125118.
- 569 LYING TO BE PERFECT / Reg. PA0001679465.
- 570 LYNYRD SKYNYRD TRIBUTE TOUR / Reg. PA0001371661.
- 571 MACSHAYNE: FINAL ROLL OF THE DICE / Reg. PA0000699741.
- 572 MACSHAYNE: WINNER TAKES ALL / Reg. PA0000699742.
- 573 MAGIC STONE: STORYBOOK INTERNATIONAL.
- 574 The MAGICAL JOURNEY OF EDGAR AND HIS CRAYONS / Reg. PAu003104988.
- 575 The MAGICAL LEGEND OF THE LEPRECHAUNS / Reg. PA0000962074.
- 576 The MAKER / Reg. PAu002192692.
- 577 MAKING OF ALICE IN WONDERLAND / Reg. PA0001355060.
- 578 MAKING OF ARABIAN NIGHTS / Reg. PA0001390501.
- 579 The MAKING OF ASCENT / Reg. PAu003112313.
- 580 MAKING OF CHILDREN OF DUNE 2 / Reg. PA0001313778.
- 581 MAKING OF CLEOPATRA / Reg. PA0001390510.
- 582 The MAKING OF DINOTOPIA / Reg. PA0001313745.
- 583 MAKING OF FARSCAPE PEACEKEEPER'S WAR / Reg. PA0001313747.
- 584 MAKING OF GULLIVER'S TRAVELS / Reg. PA0001373882.
- 585 The MAKING OF HANS CHRISTIAN ANDERSON / Reg. PA0001313786.
- 586 MAKING OF IN THE BEGINNING / Reg. PA0001390498.
- 587 MAKING OF JACK & THE BEANSTALK / Reg. PA0001390503.
- 588 MAKING OF JASON & THE ARGONAUTS / Reg. PA0001370061.
- 589 The MAKING OF LONESOME DOVE 1 / Reg. PA0000561948.
- 590 MAKING OF LONESOME DOVE 1 / Reg. PA0000561949.
- 591 The MAKING OF MERLIN / Reg. PA0001370067.
- 592 MAKING OF MOBY DICK / Reg. PA0001370064.
- 593 MAKING OF NOAH'S ARK / Reg. PA0001390511.
- 594 The MAKING OF ODYSSEY / Reg. PA0001370063.

- 595 MAKING OF RETURN TO DOVE / Reg. PAu001791708.
- 596 The MAKING OF SCARLETT / Reg. PA0001370060.
- 597 The MAKING OF SNOW QUEEN / Reg. PA0001313785.
- 598 MAKING OF STRANDED.
- 599 MAKING OF TEN COMMANDMENTS / Reg. PA0001390504.
- 600 MAKING OF TENTH KINGDOM / Reg. PA0001370065.
- 601 MAKING OF TIN MAN / Reg. PA0001601053.
- 602 MAKING OF 'WILL THE CIRCLE BE UNBROKEN II / Reg. PA0000576020.
- 603 MALDONADO MIRACLE / Reg. PA0001290796.
- 604 MAMA FLORA'S FAMILY / Reg. PA0000916328.
- 605 MAMA FLORA'S FAMILY / Reg. PA0000916331.
- 606 The MAN FROM LEFT FIELD / Reg. PA0000694854.
- 607 MANDELA AND DE KLERK / Reg. PAu002177393.
- 608 MANEATER / Reg. PA0001375353.
- 609 MARCO POLO / Reg. PA0001386732.
- 610 The MARGARET BOURKE WHITE STORY / Reg. PA0000434687.
- 611 MARGARET'S MUSEUM / Reg. PA0000782246.
- 612 MARIO & THE MOB / Reg. PAu001593713.
- 613 MARK TWAIN'S ROUGHING IT / Reg. PAu002915636.
- 614 MARY & TIM / Reg. PA0000834126.
- 615 MARY BRYANT.
- 616 MARY HIGGINS CLARK'S: LET ME CALL YOU SWEETHEART / Reg. PA0000876919.
- 617 MARY HIGGINS CLARK'S: MOON LIGHT BECOMES YOU / Reg. PAu002239800.
- 618 MARY, MOTHER OF JESUS / Reg. PA0000964490.
- 619 MASK OF THE NINJA / Reg. PA0001610126.
- 620 MAX DAVIDSON/HAL ROACH SHORTS / Reg. R00000160687.
- 621 MAX DAVIDSON/HAL ROACH SHORTS / Reg. R00000160692.
- 622 MAX DAVIDSON/HAL ROACH SHORTS / Reg. R00000160701.
- 623 MAX DAVIDSON/HAL ROACH SHORTS / Reg. R00000160702.
- 624 MAX IS MISSING / Reg. PA0001373879.

- 625 MAXIMUM RODEO I / Reg. PA0000877249.
- 626 MAXIMUM RODEO II / Reg. PA0000877251.
- 627 MAYFLOWER MADAM / Reg. PA0000359980.
- 628 MCBRIDE 1: MURDER PAST MIDNIGHT / Reg. PAu003000977.
- 629 The MCBRIDE 2:CHAMELEON MURDER / Reg. PAu003000976.
- 630 MCBRIDE 3: IT'S MURDER, MADAM / Reg. PAu003000980.
- 631 MCBRIDE 4: DOCTOR IS OUT? REALLY OUT / Reg. PAu003000983.
- 632 MCBRIDE 5:TUNE IN FOR MURDER / Reg. PAu003001008.
- 633 MCBRIDE 6: ANYBODY HERE MURDER MARTY? / Reg. PAu003000979.
- 634 MCBRIDE 7: FALLEN IDOL / Reg. PAu003011426.
- 635 MCBRIDE 8:DOGGED / Reg. PAu003098875.
- 636 MCBRIDE 9: SEMPER FI / Reg. PAu003093483.
- 637 MCBRIDE 10: REQUIEM / Reg. PAu003146655.
- 638 MCGUERINS FROM BROOKLYN / Reg. R00000476337.
- 639 MEET THE SANTAS / Reg. PAu003001030.
- 640 MEMBER OF THE WEDDING / Reg. PA0000837782.
- 641 MEMORIAL DAY / Reg. PAu002306508.
- 642 MENNO'S MIND / Reg. PA0001364017.
- 643 MERCHANTS OF DEATH.
- 644 MERCY MISSION: THE RESCUE OF FLIGHT 771 / Reg. PA0000682159.
- 645 MERLIN / Reg. PA0000889074.
- 646 MERLIN II / Reg. PA0001261594.
- 647 MERMAID / Reg. PA0000995601.
- 648 MERRILY WE LIVE / Reg. R00000362816.
- 649 METEOR.
- 650 MICRO MINI KIDS / Reg. PAu002583356.
- 651 MICROSCOPIC BOY.
- 652 The MIDAS TOUCH / Reg. PA0000922603.
- 653 MIDTOWN 4 X 30 EACH / Reg. PAu001511430.
- 654 MIKE BASSETT:ENGLAND MANAGER / Reg. PA0001069481.

- 655 MIND GAMES f/k/a TRAUMA / Reg. PAu002223042.
- 656 MINU: STORYBOOK INTERNATIONAL.
- 657 MIRACLE IN TOYLAND / Reg. PAu002498791.
- 658 The MIRACULOUS DOCTOR: STORYBOOK INT'L.
- 659 MISS POLLY / Reg. LP0000010841.
- 660 MITCH ALBOM'S THE FIVE PEOPLE YOU MEET IN HEAVEN / Reg. PA0001259456.
- 661 MOBY DICK / Reg. PA0000894363.
- 662 MOM AT SIXTEEN / Reg. PA0001316232.
- 663 MOM AT SIXTEEN.
- 664 MONEY PLAYS / Reg. PAu001792411.
- 665 MONSTER MANIA 1-8 X 30 / Reg. PA0000769218.
- 666 MONSTER MANIA 1-8 X 30 / Reg. PA0000777765.
- 667 MONSTER MANIA 1-8 X 30 / Reg. PAU001976999.
- 668 MONSTER MANIA 1-8 X 30 / Reg. PAU002024093.
- 669 MONSTER MANIA 1-8 X 30 / Reg. PAU002024190.
- 670 MONTE WALSH / Reg. PA0001128235.
- 671 MOONSHINE HIGHWAY / Reg. PAu002082772.
- 672 MORE TALES OF THE CITY / Reg. PA0001045570.
- 673 MORE THAN MEETS THE EYE: Joan Brock Story / Reg. PA0001193590.
- 674 MORE THAN MEETS THE EYE: Joan Brock Story.
- 675 MORWEN OF WOODLANDS: STORYBOOK INT'L.
- 676 MOSES AND THE LIME KLIN: STORYBOOK INT'L.
- 677 MOTHER KNOWS BEST / Reg. PA0000784380.
- 678 MOTHER KNOWS BEST.
- 679 MOTHER TERESA: IN THE NAME OF GOD'S POOR / Reg. PA0000881428.
- 680 MOTHER'S GIFT / Reg. PA0000676181.
- 681 MOUSE AND MOLE / Reg. PA0001370074.
- 682 MR. & MRS. LOVING / Reg. PAu002121715.
- 683 MR. GRIFFIN & ME / Reg. PAu001519547.
- 684 MR. MOLE'S SURPRISE / Reg. PA0001373883.

- 685 MR. MUSIC / Reg. PA0000984261.
- 686 MR. ROCK 'N' ROLL: THE ALAN FREED STORY / Reg. PA0001373885.
- 687 MR. ROCK 'N' ROLL: THE ALAN FREED STORY.
- 688 MR. ST. NICK filed as SAINT NICK / Reg. PAu002769285.
- 689 MR. STITCH / Reg. PA0000774931.
- 690 MRS. LAMBERT REMEMBERS LOVE / Reg. PA0000520543.
- 691 MRS. SANTA CLAUS / Reg. PA0000837436.
- 692 MS. BEAR / Reg. PA0000857194.
- 693 MURDER 101 (2): COLLEGE CAN BE MURDER / Reg. PA0001343436.
- 694 MURDER 101 (3): IF WISHES WERE HORSES / Reg. PA0001592538.
- 695 MURDER 101 (4): NEW AGE / Reg. PA0001610129.
- 696 MURDER AMONG FRIENDS / Reg. PAu002655662.
- 697 MURDER IN MIND / Reg. PA0000912194.
- 698 The MURDERS IN THE RUE MORGUE / Reg. PA0000327487.
- 699 MY BROTHER'S KEEPER : a.k.a. A MOTHER'S JUSTICE / Reg. PA0000750081.
- 700 MY FAVORITE BRUNETTE (B&W) (Public Domain) / Reg. LP0000000899.
- 701 MY FAVORITE BRUNETTE (COLORIZED) : a.k.a. A MOTHER'S JUSTICE / Reg. PA0000460483.
- 702 MY LOUISIANA SKY / Reg. PA0001045571.
- 703 MY OLD MAN / Reg. PA0000288372.
- 704 MY OWN COUNTRY / Reg. PA0001052659.
- 705 MY SANTA, MY DAD : f.k.a. MIRROR, MIRROR / Reg. PA0001068141.
- 706 MY SON IS INNOCENT / Reg. PA0000793779.
- 707 MY SON IS INNOCENT.
- 708 MYSELF: STORYBOOK INTERNATIONAL.
- 709 MYSTERIES OF MAN / Reg. PA0000526540.
- 710 MYSTERIOUS DEATH OF NINA CHEREAU / Reg. PAu001119657.
- 711 MYSTERIOUS ISLAND / Reg. PAu003011425.
- 712 MYSTERIOUS WOODCUTTER: STORYBOOK INT'L.
- 713 MYSTERY MONSTERS / Reg. PAu002296853.
- 714 MYSTERY MONSTERS / Reg. PAU002497773.

- 715 The MYSTERY OF NATALIE WOOD / Reg. PAu000232662.
- 716 The MYSTERY OF NATALIE WOOD / Reg. PAu000232663.
- 717 The MYSTERY OF NATALIE WOOD / Reg. PAu000232664.
- 718 MYSTERY WOMAN 10: IN THE SHADOWS / Reg. PAu003093481.
- 719 MYSTERY WOMAN 5: REDEMPTION / Reg. PAu003001002.
- 720 MYSTERY WOMAN 6 : GAME TIME : f.k.a. GEORGE LOPEZ / Reg. PAu003001007.
- 721 MYSTERY WOMAN 7: AT FIRST SIGHT / Reg. PAu003001003.
- 722 MYSTERY WOMAN 8: ROUND UP TO MURDER : f.k.a. GEORGE LOPEZ / Reg. PAu003001517.
- 723 MYSTERY WOMAN 9: OH BABY / Reg. PA0001343630.
- 724 NAIROBI AFFAIR / Reg. PA0000288364.
- 725 NATIONAL GEOGRAPHIC PRESENTS:FORBIDDEN TERRITORY / Reg. PA0000881429.
- 726 NATIONAL LAMPOON'S ATTACK OF THE 5ft 2in WOMAN / Reg. PA0000722731.
- 727 NAUGHTY OR NICE / Reg. PA0001265324.
- 728 NAUGHTY OR NICE.
- 729 NAZTY NUISANCE / Reg. R00000476330.
- 730 NEIL SIMON'S JAKE'S WOMEN / Reg. PA0000796879.
- 731 NEIL SIMON'S LONDON SUITE : a.k.a. DREAM OF MURDER / Reg. PA0000828234.
- 732 NEIL SIMON'S SUNSHINE BOYS / Reg. PA0001049916.
- 733 NIAGRA MOTEL / Reg. PAu002920165.
- 734 NIAGRA FALLS / Reg. LP0000010775.
- 735 NIGHT OF THE WOLF / Reg. PAu002915772.
- 736 NIGHT THEY SAVED CHRISTMAS / Reg. PA0000278425.
- 737 NIGHT JOHN / Reg. PA0000811011.
- 738 NIGHTMARE COME TRUE : f.k.a. AFTER AMY / Reg. PA0000816953.
- 739 NIGHTSCREAM : f.k.a. AFTER AMY / Reg. PA0000852325.
- 740 NIGHTSCREAM.
- 741 NIKORIMA: STORYBOOK INTERNATIONAL.
- 742 NO ONE WOULD TELL / Reg. PA0000793600.
- 743 NO ONE WOULD TELL.
- 744 NO ORDINARY BABY / Reg. PA0001083247.

- 745 NO ORDINARY BABY.
- 746 NOAH'S ARK / Reg. PA0000996209.
- 747 NOBODY LOVES ME / Reg. PA0000822036.
- 748 NORMAN ROCKWELL'S BREAKING HOME TIES / Reg. PA0000357370.
- 749 NORTH SHORE FISH / Reg. PAu002177395.
- 750 NOT JUST ANOTHER AFFAIR / Reg. PA0000149213.
- 751 NOTE QUITE AN ANGEL / Reg. PAu002278425.
- 752 NOWHERE TO LAND / Reg. PA0000969893.
- 753 NOWHERE TO LAND.
- 754 NURSE / Reg. PA0000132869.
- 755 OBENDORF REVISTED / Reg. PAu001555425.
- 756 The Odyssey / Reg. PA0001049918.
- 757 OFF SEASON / Reg. PA0001364013.
- 758 OFF SIDES : f.k.a. BREAKING THROUGH (INT'L) / Reg. PA0000110649.
- 759 OFF SIDES / Reg. PA0000175239.
- 760 OLD CURIOSITY SHOP / Reg. PA0000722733.
- 761 OLD FASHIONED THANKSGIVING.
- 762 The OLD KITBAG: STORYBOOK INTERNATIONAL.
- 763 OLDEST LIVING CONFEDERATE WIDOW TELLS ALL / Reg. PA0000694705.
- 764 ON THE BEACH / Reg. PA0001001510.
- 765 ON THIN ICE (DOMESTIC) / Reg. PA0001310000.
- 766 ONE CHRISTMAS / Reg. PA0000695991.
- 767 ONE MILLION B.C. / Reg. R00000406367.
- 768 The ONLY TRILL / Reg. PAU003011450.
- 769 ORIGINAL SINS/ ACTS OF CONTRITION / Reg. PA0000722656.
- 770 The OTHER SIDE.
- 771 OUR HOUSE / Reg. PAU003011519.
- 772 OUR SON, THE MATCHMAKER / Reg. PA0000803917.
- 773 OUT OF ORDER / Reg. PA0001321000.
- 774 OUT OF THE ASHES / Reg. PAU002743982.

- 775 OUT OF THE ASHES / Reg. PAU002743984.
- 776 OUT OF TIME / Reg. PA0000996919.
- 777 The OUTLAW (B&W) (PUBLIC DOMAIN) / Reg. LP0000000177.
- 778 The OUTLAW (COLORIZED) / Reg. PA0000460482.
- 779 The OUTSIDER.
- 780 P.T. BARNUM / Reg. PA0001369088.
- 781 PAINTED HERO / Reg. PA0000708297.
- 782 PALS / Reg. PA0000327502.
- 783 PANDEMIC / Reg. PAU003098877.
- 784 PAPPYLAND / Reg. PA0000802126.
- 785 PAPPYLAND / Reg. PA0000802134.
- 786 PAPPYLAND / Reg. PA0000802137.
- 787 PAPPYLAND / Reg. PA0000802138.
- 788 PAPPYLAND / Reg. PA0000802139.
- 789 PAPPYLAND / Reg. PA0000802140.
- 790 PAPPYLAND / Reg. PA0000802141.
- 791 PAPPYLAND / Reg. PA0000802142.
- 792 PAPPYLAND / Reg. PA0000802143.
- 793 PAPPYLAND / Reg. PA0000802144.
- 794 PAPPYLAND / Reg. PA0000802145.
- 795 PAPPYLAND / Reg. PA0000802146.
- 796 PAPPYLAND / Reg. PA0000802263.
- 797 PAPPYLAND / Reg. PA0000874261.
- 798 PAPPYLAND / Reg. PS0000874262.
- 799 PAPPYLAND / Reg. PA0000881199.
- 800 PAPPYLAND / Reg. PS0000881200.
- 801 PAPPYLAND / Reg. PS0000881201.
- 802 PAPPYLAND / Reg. PS0000881202.
- 803 PAPPYLAND / Reg. PS0000881203.
- 804 PAPPYLAND / Reg. PS0000881204.

- 805 PAPPYLAND / Reg. PS0000881205.
- 806 PAPPYLAND / Reg. PS0000881206.
- 807 PAPPYLAND / Reg. PS0000881207.
- 808 PAPPYLAND / Reg. PA0000881306.
- 809 PAPPYLAND / Reg. PA0000881307.
- 810 PAPPYLAND / Reg. PA0000881308.
- 811 PAPPYLAND / Reg. PA0000881309.
- 812 PAPPYLAND / Reg. PA0000881310.
- 813 PAPPYLAND / Reg. PA0000881311.
- 814 PAPPYLAND / Reg. PA0000881312.
- 815 PAPPYLAND / Reg. PA0000881313.
- 816 PAPPYLAND / Reg. PA0000881314.
- 817 PAPPYLAND / Reg. PA0000881315.
- 818 PAPPYLAND / Reg. PA0000881316.
- 819 PAPPYLAND / Reg. PA0000881317.
- 820 PAPPYLAND / Reg. PA0000881318.
- 821 PAPPYLAND / Reg. PA0000881319.
- 822 PAPPYLAND / Reg. PA0000881320.
- 823 PAPPYLAND / Reg. PA0000881321.
- 824 PAPPYLAND / Reg. PA0000883774.
- 825 PAPPYLAND / Reg. PA0000883775.
- 826 PAPPYLAND / Reg. PA0000883776.
- 827 PAPPYLAND / Reg. PA0000900123.
- 828 PAPPYLAND / Reg. PA0000900144.
- 829 PAPPYLAND / Reg. PA0000900145.
- 830 PAPPYLAND / Reg. PA0000900937.
- 831 PAPPYLAND / Reg. PA0000901122.
- 832 PAPPYLAND / Reg. PA0000901124.
- 833 PAPPYLAND / Reg. PA0000905288.
- 834 PAPPYLAND / Reg. PA0000905289.

- 835 PAPPYLAND / Reg. PA0000905290.
- 836 PAPPYLAND / Reg. PA0000905298.
- 837 PAPPYLAND / Reg. PAU002127389.
- 838 PAPPYLAND / Reg. PAU002127390.
- 839 PAPPYLAND / Reg. PAU002127391.
- 840 PAPPYLAND / Reg. PAU002127392.
- 841 PAPPYLAND / Reg. PAU002127393.
- 842 PAPPYLAND / Reg. PAU002127394.
- 843 PAPPYLAND / Reg. PAU002127395.
- 844 PAPPYLAND / Reg. PAU002127396.
- 845 PAPPYLAND / Reg. PAU002127397.
- 846 PAPPYLAND / Reg. PAU002127398.
- 847 PAPPYLAND / Reg. PAU002127399.
- 848 PAPPYLAND / Reg. PAU002127400.
- 849 The PASSION OF AYN RAND / Reg. PA0000945161.
- 850 PASSPORT TO DANGER 39 X 30 MIN.
- 851 PAST THE BLEACHERS / Reg. PAU001875221.
- 852 PATHFINDER / Reg. PAU002093986.
- 853 PEDLAR'S DREAM STORYBOOK INTERNATIONAL.
- 854 PEKING ENCOUNTER / Reg. PA0000360957.
- 855 The PERFECT PRINCE STORY BOOK INTL.
- 856 PETER BENCHLEY'S CREATURE / Reg. PA0000894362.
- 857 PHANTOM OF THE OPERA / Reg. PA0000278423.
- 858 PHANTOM RACER / Reg. PAU003415500.
- 859 PHANTOM TOWN / Reg. PAU002306457.
- 860 PICKING UP & DROPPING OFF / Reg. PA0001194655.
- 861 PIMPIN' PEE WEE / Reg. PA0001649046.
- 862 PINOCCHIO / Reg. PA0001653658.
- 863 PLANET PATROL : a.k.a. JUDITH EXNER / Reg. PAU003116361.
- 864 The PLEDGE / Reg. PA0001610127.

- 865 POINT OF ENTRY / Reg. PAU003341844.
- 866 POSEIDON ADVENTURE / Reg. PAU003001005.
- 867 POSSUMS / Reg. PA0000881551.
- 868 POWER & BEAUTY / Reg. PA0001316035.
- 869 POWER & BEAUTY / Reg. PA0001260214.
- 870 PRAIRIE CHICKENS / Reg. R00000476340.
- 871 PRAIRIE FEVER / Reg. PAU003484745.
- 872 PRAYERS FOR BOBBY.
- 873 PREY OF THE JAGUAR / Reg. PAU002108351.
- 874 PRIEST KNOW ALL 'ABBOT STORYBOOK INT'L.
- 875 PRIMAL DOUBT / Reg. PA0001625152.
- 876 PRIMAL SECRETS / Reg. PA0000736096.
- 877 PRIMAL SECRETS / Reg. PAU001875218.
- 878 PRINCE AND THE PAUPER / Reg. PA0001052661.
- 879 PRINCE CHARMING / Reg. PAU002617223.
- 880 PRINCESS NEVER LAUGHED STORYBOOK INTL.
- 881 The PRINCESS STALLION / Reg. PA0001368198.
- 882 PRISONER OF ZENDA / Reg. PA0001370062.
- 883 The PRIZE PULITZER / Reg. PA0000483459.
- 884 A PROMISE KEPT: THE OKSANA BAIUL STORY / Reg. PA0000679354.
- 885 PUBLIC DEFENDER.
- 886 PUBLIC DOMAIN TITLES.
- 887 The RACING MUSIC VIDEO / Reg. PAU003116359.
- 888 RACKET SQUAD 39 X 30 MIN.
- 889 RAINBOW / Reg. PA0000080138.
- 890 RANCHING: LIVING LEGACY OF THE AMERICAN WEST : a.k.a. MYSTERY WHEEL SERIES /
Reg. PA0000434040.
- 891 RANGER, COOK & HOLE IN THE SKY / Reg. PAU001875220.
- 892 The RANSOM OF THE RED CHIEF / Reg. PAU002108333.
- 893 RATZ / Reg. PA0000996920.

- 894 REAR WINDOW / Reg. PA0000938299.
- 895 REASON FOR LIVING JILL IRELAND STORY / Reg. PA0000528826.
- 896 REASONS OF THE HEART / Reg. PAU002108238.
- 897 RECIPE FOR MURDER / Reg. PAU002655663.
- 898 RECKLESS DISREGARD / Reg. PA0000275080.
- 899 RED SNEAKERS / Reg. PA0001047370.
- 900 REDEEMER / Reg. PAU002630282.
- 901 REDEMPTION.
- 902 REFLECTIONS OF DAVEY: DAVEY ALLISON STORY / Reg. PA0000714783.
- 903 REMEMBER ME / Reg. PA0000791338.
- 904 REPLACING DAD / Reg. PA0000891215.
- 905 RESTLESS SPIRITS / Reg. PAU002375665.
- 906 RETURN TO LONESOME DOVE / Reg. PA0000682894.
- 907 RETURNING LILY / Reg. PA0001193586.
- 908 RETURNING LILY.
- 909 REUNION / Reg. PA0000736099.
- 910 RICH MAN, POOR MAN: STORYBOOK INTL.
- 911 RICHES OR HAPPINESS: STORYBOOK IN'TL.
- 912 RIGHT TO REMAIN SILENT / Reg. PAU002024303.
- 913 RIO DIABLO.
- 914 RIOT / Reg. PAU002134136.
- 915 A RISK WORK TAKING / Reg. PAU003422744.
- 916 RIVER OF RAGE / Reg. PA0000665587.
- 917 RIVKIN BOUNTY HUNTER / Reg. PA0000108570.
- 918 ROAD SHOW / Reg. LP0000010169.
- 919 ROADKILL.
- 920 ROBBER CHIEF: STORY BOOK INTL.
- 921 ROBERT LUDLUM'S APOCOLYPSE WATCH / Reg. PA0000833994.
- 922 ROBIN COOK'S ACCEPTABLE RISKS / Reg. PA0001089898.
- 923 ROBIN COOK'S ACCEPTABLE RISKS.

- 924 ROBIN COOK'S INVASION / Reg. PA0000842982.
- 925 ROBIN COOK'S INVASION.
- 926 ROBIN COOK'S TERMINAL / Reg. PA0000792186.
- 927 ROBIN COOK'S TERMINAL.
- 928 ROBIN OF LOCKSLEY / Reg. PAU002134138.
- 929 ROBINSON CRUSOE / Reg. PA0001089970.
- 930 The RODEO MUSIC VIDEO / Reg. PA0000597038.
- 931 ROLLERGAMES / Reg. PA0000561153.
- 932 ROLLERGAMES / Reg. PA0000561154.
- 933 ROLLERGAMES / Reg. PA0000561155.
- 934 ROLLERGAMES / Reg. PA0000561156.
- 935 ROLLERGAMES / Reg. PA0000561157.
- 936 ROLLERGAMES / Reg. PA0000561158.
- 937 ROLLERGAMES / Reg. PA0000561176.
- 938 ROLLERGAMES / Reg. PA0000561177.
- 939 ROLLERGAMES / Reg. PA0000561178.
- 940 ROLLERGAMES / Reg. PA0000561179.
- 941 ROLLERGAMES / Reg. PA0000561180.
- 942 ROLLERGAMES / Reg. PA0000561181.
- 943 ROLLERGAMES / Reg. PA0000561182.
- 944 The ROMAN SPRING OF MRS. STONE / Reg. PAU002787331.
- 945 The ROMAN SPRING OF MRS. STONE / Reg. PAU002787332.
- 946 RONNIE AND JULIE / Reg. PA0001069557.
- 947 ROOM AT THE END OF THE HALL / Reg. PAU003347758.
- 948 ROSEMUNDE PILCHER'S AUTUMN / Reg. PAU003422753.
- 949 ROSEMUNDE PILCHER'S SPRING / Reg. PAU003481380.
- 950 ROSEMUNDE PILCHER'S SPRING / Reg. PAU003497786.
- 951 ROSEMUNDE PILCHER'S SUMMER / Reg. PAU003422752.
- 952 ROSEMUNDE PILCHER'S WINTER / Reg. PAU003481378.
- 953 ROSEMUNDE PILCHER'S WINTER / Reg. PAU003497787.

- 954 ROYAL SCANDAL / Reg. PAU002617229.
955 The RUBY RING / Reg. PA0001369087.
956 RUBY'S BUCKET OF BLOOD / Reg. PA0001052660.
957 RUN FOR THE DREAM, GAIL DEVER'S STORY / Reg. PAU002184131.
958 RUN THE WILD FIELDS / Reg. PA0000979763.
959 RUNNING WILD / Reg. PA0000903176.
960 RUSSIAN AND THE TARTAR: STORYBOOK INT'L.
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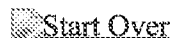
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This list contains titles in document **V3602D423**

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The complete document is: **V3602 D421-423 P1-60**

List of titles:

- 001 SABRINA THE TEENAGE WITCH. PA829807.
- 002 SACRIFICES OF THE HEART. PAU3098992.
- 003 SAFE HOUSE. PA1069725.
- 004 SALLEY HEMINGS: AN AMERICAN SCANDAL. PA1001060.
- 005 SANDY BOTTOM ORCHESTRA. PA1002212.
- 006 SANTA FE TRAIL (B&W) (PUBLIC DOMAIN). LP10140.
- 007 SANTA FE TRAIL (COLORIZED). PA540573.
- 008 SANTA JR. PAU2915770.
- 009 SANTA WITH MUSCLES. PA2115803.
- 010 SCARED SILENT. PA1193587.
- 011 SCARED SILENT.
- 012 SCARLETT. PA738155
- 013 SCARLETT, THE SEARCH FOR.
- 014 SCORPIO ONE. PAU2287934.
- 015 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE173707.
- 016 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE173708.
- 020 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194527.
- 017 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE173709.
- 018 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194525.
- 019 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194526.
- 024 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194531.
- 021 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194528.
- 022 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194529.
- 023 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194530.

- 025 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194532.
- 026 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194533.
- 027 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194534.
- 028 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194535.
- 029 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194536.
- 030 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194537.
- 031 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194538.
- 032 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194539.
- 033 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194540.
- 034 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194541.
- 035 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194542.
- 036 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194543.
- 037 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194544.
- 038 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194545.
- 039 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194546.
- 040 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194547.
- 041 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194548.
- 042 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194549.
- 043 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194550.
- 044 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194551.
- 045 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194552.
- 046 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194553.
- 047 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194554.
- 048 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194555.
- 049 SCREEN DIR PLAYHOUSE 35X60 BW TV. RE194556.
- 050 SEA PEOPLE. PA987044.
- 051 SEARCH & RESCUE. PAU789201.
- 055 SEASONS OF THE HEART. PAU1789639.
- 052 SEARCH FOR ONE-EYE JIMMY, THE. PAU2053228.
- 053 SEARCH FOR THE JEWEL OF POLORIS : ka MYSTERIOUS MUSEUM. PAU522500.

- 054 SEASON OF HOPE. PA697359.
- 056 SEAWOLF. PAU3393710.
- 057 SECOND CHORUS, THE (B&W) (PUBLIC DOMAIN). LP10155.
- 058 SECOND CHORUS, THE (COLORIZED). PA48330.
- 059 SECRET AGENT CLUB, THE. PAU2073273.
- 060 SECRET KINGDOM, THE. PAU2299564.
- 061 SECRET SOUP STORYBOOK INTERNATIONAL.
- 062 SECRET TREASURES OF MACHU PICCHU. PA983724.
- 063 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699330.
- 064 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699331.
- 065 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699332.
- 066 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699333.
- 067 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699334.
- 068 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699335.
- 069 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699336.
- 070 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699337.
- 071 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699338.
- 072 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699339.
- 073 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699340.
- 074 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699341.
- 075 SECRET WORLD/ALEX MACK 01-13 X 30 SEASON 1. PA699342.
- 076 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA836792.
- 077 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA836796.
- 078 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA836878.
- 079 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA837474.
- 080 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA837696.
- 081 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA837701.
- 085 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA837722.
- 082 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA837719.
- 083 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA837720.

- 084 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA837721.
- 086 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA841071.
- 087 SECRET WORLD/ALEX MACK 14-26 X 30 SEASON 2. PA841072.
- 088 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA836793.
- 089 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA836795.
- 090 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA837473.
- 091 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA837697.
- 092 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA837698.
- 093 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA837699.
- 094 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA837700.
- 095 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA838981.
- 096 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA838982.
- 097 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA840890.
- 098 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA840891.
- 099 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA840892.
- 100 SECRET WORLD/ALEX MACK 27-39 X 30 SEASON 2. PA840893.
- 101 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386606.
- 102 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386607.
- 103 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386608.
- 104 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386609.
- 105 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386610.
- 106 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386611.
- 107 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386612.
- 108 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386613.
- 109 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386614.
- 113 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386679.
- 110 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386615.
- 111 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386616.
- 112 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386677.
- 114 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386680.

- 115 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386681.
- 116 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386682.
- 117 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386683.
- 118 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386684.
- 119 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386685.
- 120 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386686.
- 121 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386687.
- 122 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386688.
- 123 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386689.
- 124 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386690.
- 125 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386691.
- 126 SECRET WORLD/ALEX MACK 40-65 X 30 SEASON 3. PA1386692.
- 127 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883800.
- 128 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883801.
- 129 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883802.
- 130 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883803.
- 131 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883804.
- 132 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883805.
- 133 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883806.
- 134 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883807.
- 135 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883808.
- 136 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883809.
- 137 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883810.
- 141 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883814.
- 138 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883811.
- 139 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883812.
- 140 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883813.
- 142 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883815.
- 143 SECRET WORLD/ALEX MACK-66-78 X 30 SEASON 4. PA883816.
- 144 SECRET, THE. PAU1606744.

- 145 SECRETS. PAU1791932.
- 146 SECRETS AND MYSTERIES OF ANIMAL FARM. PA991126.
- 147 SECRETS IN THE WALLS. PA1707081.
- 148 SEE JANE DATE. PA1193575.
- 149 SEE JANE DATE.
- 150 SEPARATED BY MURDER. PA1853674.
- 151 SEVEN DEADLY SINS. PAU3483232.
- 152 SEVENTEEN AGAIN. PA1012163.
- 153 SHADOW OF A DOUBT : ka BLACK WINDOW. PA703848.
- 154 SHADOWZONE: MY TEACHER ATE MY HOMEWORK. PA1087000.
- 155 SHADOWZONE: UNDEAD EXPRESS.
- 156 SHAPESHIFTER. PA972546.
- 157 SHARPSHOOTER. PA1599389.
- 158 SHATTERED CITY.
- 159 SHELL SEEKERS. PAU3095313.
- 160 SHELL SEEKERS. PA1625297.
- 161 SHERLOCK HOLMES TERROR BY NIGHT (COLORIZED). PA460487.
- 162 SHERLOCK HOLMES TERROR BY NIGHT B&W (PUBLIC DOMAIN). LP182.
- 163 SHERLOCK HOMES-SECRET WEAPON (B&W) (PUBLIC DOMAIN). LP11561.
- 164 SHERLOCK HOLMES-SECRET WEAPON (COLORIZED). PA460494.
- 165 SHE'S TOO YOUNG : a.k.a. TEENS, f.k.a. TEEN SEX / PA 1-207-787.
- 166 SHRUNKEN CITY, THE. PAU2306412.
- 167 SIGN OF FOUR, THE. PA1035729.
- 168 SIGN OF FOUR, THE. PA1035730.
- 169 SILENT NIGHT. PAU2721174.
- 173 SIOUX CITY. PA699361.
- 170 SILENT PREDATORS. PA949487.
- 171 SILENT PREDATORS.
- 172 SIMPLETON PETER: STORYBOOK INTERNATIONAL.
- 174 SITTER, THE. PA1596515.

- 175 SKINNAMARINK 1-26. PA889622.
- 176 SKINNAMARINK 1-26. PA889623.
- 177 SKINNAMARINK 1-26. PA889624.
- 178 SKINNAMARINK 1-26. PA889625.
- 179 SKINNAMARINK 1-26. PA889626.
- 180 SKINNAMARINK 1-26. PA889627.
- 181 SKINNAMARINK 1-26. PA889628.
- 182 SKINNAMARINK 1-26. PA889629.
- 183 SKINNAMARINK 1-26. PA889630.
- 184 SKINNAMARINK 1-26. PA889631.
- 185 SKINNAMARINK 1-26. PA889632.
- 186 SKINNAMARINK 1-26. PA889633.
- 187 SKINNAMARINK 1-26. PA889634.
- 188 SKINNAMARINK 1-26. PA889635.
- 189 SKINNAMARINK 1-26. PA890142.
- 190 SKINNAMARINK 1-26. PA890143.
- 191 SKINNAMARINK 1-26. PA890144.
- 192 SKINNAMARINK 1-26. PA890145.
- 193 SKINNAMARINK 1-26. PA890146.
- 194 SKINNAMARINK 1-26. PA890147.
- 195 SKINNAMARINK 1-26. PA890148.
- 196 SKINNAMARINK 1-26. PA890149.
- 197 SKINNAMARINK 1-26. PA890150.
- 198 SKINNAMARINK 1-26. PA890151.
- 199 SKINNAMARINK 1-26. PA890152.
- 200 SKINNAMARINK 1-26. PA890153.
- 201 SKINNAMARINK 1-26. PA890154.
- 202 SKINNAMARINK 1-26. PA890155.
- 203 SMALL STORIES (26X5). PA1371660.
- 204 SNOW IN AUGUST. PA1049919.

- 208 SOLIDER'S GIRL. PAU2743954
- 205 SNOW QUEEN.
- 206 SNOW WHITE. PA1079475.
- 207 SOLDIER WHO DIDN'T WAS: STORYBOOK INT'L.
- 209 SOLIDER'S GIRL. PAU2744095.
- 210 SOBODY TO LOVE. PA811708.
- 211 SOMETHING BENEATH : ka SEWER. PA1386649.
- 212 SOMETHING TO SING ABOUT (B&W) (PUBLIC DOMAIN). LP7409.
- 213 SOMETHING TO SING ABOUT (COLORIZED). PA460496.
- 214 SON OF THE DRAGON. PAU3340803.
- 215 SONG OF HIAWATHA, THE. PA962373.
- 216 SONG SPINNER, THE. PA790700.
- 217 SORORITY WARS. PA1702334.
- 218 SORROW: STORYBOOK INTERNATIONAL.
- 219 SPACERANGER CHRONICLES. PA607429
- 220 SPACERANGER CHRONICLES. PA607430.
- 221 SPACERANGER CHRONICLES. PA607431.
- 222 SPACERANGER 1 HR EA. PA607429.
- 223 SPACERANGER 1 HR EA. PA607430.
- 224 SPACERANGER 1 HR EA. PA607431.
- 225 SPACERANGER 1 HR EA. PAU1731751.
- 226 SPACERANGER 1 HR EA. PAU1750258.
- 227 SPACERANGER PILOT/#41/1 HR. PA624872.
- 228 SPEARFIELD'S DAUGHTER. PA526545.
- 229 SPIES, LIES & NAKED THIGHTS : ka JUST U N ME BABE. PA483460.
- 230 SPINNING BORIS. PA1260213.
- 231 SPOILED SON: STORYBOOK INTERNTIONAL.
- 232 SPOILS OF WAR. PA697360.
- 233 SPRING AWAKENINGS. PA697358.
- 234 SPY HIGH : ka TEEN TASK FORCE. PA2544198.

- 235 SQUIRE'S BRIDE, THE: STORYBOOK INT'L.
- 236 STAG. PA1370072.
- 237 STAR STRUCK. PA697355.
- 238 STARTING OVER. PAU3422785.
- 239 STATIC.
- 243 STEVEN MARTINI'S THE JUDGE. PA1389727.
- 240 STEALING SINATRA.
- 241 STEEL SHARKS. PAU2177449.
- 242 STEP TOWARD TOMORROW, A. PA828161.
- 244 STICKS AND STONES. PA1313795.
- 245 STILL HOLDING ON: LEGEND OF CADILLAC JACK, THE. PA883500.
- 246 STILL HOLDING ON: LEGEND OF CADILLAC JACK, THE.
- 247 STORM IN SUMMER. PA974562.
- 248 STORYBOOK FRIENDS: A LITTLE CHRISTMAS MAGIC. PA1373885.
- 249 STRAIGHT FROM THE HEART. PAU2915775.
- 250 STRAIGHTLINE. PA416380.
- 251 STRANDED : ka SWISS FAMILY ROBINSON.
- 252 STRANGE GUEST: STORYBOOK INTERNATIONAL.
- 253 STRANGE RELATIONS : ka COMFORT ZONE. PA1079492.
- 254 STRANGER BESIDE ME (THE ENEMY WITHIN).
- 255 STRANGER IN TOWN, A. PA951240.
- 256 STRANGER TO LOVE, A. PA1370107.
- 257 STANGER WITH MY FACE. PAU3475761.
- 258 STRANGER, THE (B&W) (PUBLIC DOMAIN). LP409.
- 259 STRANGER, THE (COLORIZED). PA460485.
- 260 STRANGER'S HEART, A. PAU311335.
- 261 STRATEGIC COMMAND. PAU2215778.
- 262 STRAW HAT, THE: STORYBOOK INTERNATIONAL.
- 263 STREET WARRIOR. PA1610130.
- 264 STUBBORN PRINCESS: STORYBOOK INT'L.

- 265 SUDDEN FURY. PA682893.
- 266 SUDDEN FURY. PAU1789185.
- 267 SUDDENLY (B&W) (PUBLIC DOMAIN). LP3400
- 268 SUDDENLY (COLORIZED). PA460490.
- 269 SUMMER OF FEAR : ka SIMON SAYS & FATHER'S DAY. PAU2094019.
- 270 SUMMER SOLSTICE.
- 271 SUMMER'S END. PA966937.
- 272 SUMMIT.
- 273 SUPERNOVA. PAU3001029.
- 277 SVENGALI. PA278424.
- 274 SURFACE TO AIR. PAU2287933.
- 275 SURPRISE GIFT THE STORYBOOK INT'L.
- 276 SURVIVAL ON THE MOUNTAIN. PAU2177816.
- 278 SWEETEST GIFT, THE. PAU2259270.
- 279 SWORN TO VEGEANCE. PA639610.
- 280 T&T 1 (24X30). PA367376.
- 281 T&T 1 (24X30). PA367377.
- 282 T&T 1 (24X30). PA367378.
- 283 T&T 1 (24X30). PA367382.
- 284 T&T 1 (24X30). PA371714.
- 285 T&T 1 (24X30). PA374883.
- 286 T&T 1 (24X30). PA374884.
- 287 T&T 1 (24X30). PA374885.
- 288 T&T 1 (24X30). PA374886.
- 289 T&T 1 (24X30). PA374887.
- 290 T&T 1 (24X30). PA374888.
- 291 T&T 1 (24X30). PA374889.
- 292 T&T 1 (24X30). PA385917.
- 293 T&T 1 (24X30). PAU1118761.
- 294 T&T 1 (24X30). PAU1118762.

- 295 T&T 1 (24X30). PAU1118763.
- 296 T&T 1 (24X30). PAU1118767.
- 297 T&T 1 (24X30). PAU1119601.
- 298 T&T 1 (24X30). PAU1119602.
- 299 T&T 1 (24X30). PAU1119603.
- 300 T&T 1 (24X30). PAU1119604.
- 301 T&T 1 (24X30). PAU1125806.
- 302 T&T 1 (24X30). PAU1149374.
- 303 T&T 1 (24X30). PAU1149385.
- 304 T&T 2 (20X30). PA411727.
- 305 T&T 2 (20X30). PA411728.
- 306 T&T 2 (20X30). PA411729.
- 307 T&T 2 (20X30). PA411729.
- 308 T&T 2 (20X30). PA411730.
- 309 T&T 2 (20X30). PA411731.
- 313 T&T 2 (20X30). PA411818.
- 310 T&T 2 (20X30). PA411734.
- 311 T&T 2 (20X30). PA411816.
- 312 T&T 2 (20X30). PA411817.
- 314 T&T 2 (20X30). PA411819.
- 315 T&T 2 (20X30). PA411820.
- 316 T&T 2 (20X30). PA417209.
- 317 T&T 2 (20X30). PAU1230577.
- 318 T&T 2 (20X30). PAU1230578.
- 319 T&T 2 (20X30). PAU1230580.
- 320 T&T 2 (20X30). PAU1230679.
- 321 T&T 3 (21X30). PA451786.
- 322 T&T 3 (21X30). PA453077.
- 323 T&T 3 (21X30). PA453078.
- 324 T&T 3 (21X30). PA459747.

- 325 T&T 3 (21X30). PA459748.
- 326 T&T 3 (21X30). PA459749.
- 327 T&T 3 (21X30). PA459750.
- 328 T&T 3 (21X30). PA459751.
- 329 T&T 3 (21X30). PA463774.
- 330 T&T 3 (21X30). PA463775.
- 331 T&T 3 (21X30). PA468095.
- 332 T&T 3 (21X30). PA468096.
- 333 T&T 3 (21X30). PA468097.
- 334 T&T 3 (21X30). PA468098.
- 335 T&T 3 (21X30). PA468099.
- 336 T&T 3 (21X30). PA468229.
- 337 T&T 3 (21X30). PA468230.
- 338 T&T 3 (21X30). PA468231.
- 339 T&T 3 (21X30). PAU1328803.
- 340 T&T 3 (21X30). PAU1328805.
- 341 TAKING LIBERTY. PAU1869942.
- 342 TALE OF SWEENEY TODD, THE. PA894365.
- 343 TALES FROM THE NEVERENDING STORY. PAU2621448.
- 344 TALES OF THE TOOTH FAIRIES (26X5).
- 345 TALKING PONY, THE: STORYBOOK INTL.
- 349 TAXI BOYS SHORTS 14 REELS. R253248.
- 346 TALKING TO HEAVEN. PA1086843.
- 347 TANKS A MILLION. LP10684.
- 348 TAXI BOYS SHORTS 14 REELS. R253244.
- 350 TAXI BOYS SHORTS 14 REELS. R253250.
- 351 TAXI BOYS SHORTS 14 REELS. R253251.
- 352 TAXI BOYS SHORTS 14 REELS. R264092.
- 353 TAXI BOYS SHORTS 14 REELS. R264095.
- 354 TAXI BOYS SHORTS 14 REELS. R264097.

- 355 TAXI BOYS SHORTS 14 REELS. R264100.
- 356 TAXI BOYS SHORTS 14 REELS. R264105.
- 357 TAXI BOYS SHORTS 14 REELS. R264108.
- 358 TEEN KNIGHT. PA972544.
- 359 TEEN SORCERY. PA972548.
- 360 TEENAGE SPACE VAMPIRES. PA972545.
- 361 TELEPHONE TIME/PASSING PARADE 78X30. LP9563.
- 362 TELEPHONE TIME/PASSING PARADE 78X30. LP9564.
- 363 TELEPHONE TIME/PASSING PARADE 78X30. LP9565.
- 364 TELEPHONE TIME/PASSING PARADE 78X30. LP9566.
- 365 TELEPHONE TIME/PASSING PARADE 78X30. LP9567.
- 366 TELEPHONE TIME/PASSING PARADE 78X30. LP9568.
- 367 TELEPHONE TIME/PASSING PARADE 78X30. LP9569.
- 368 TELEPHONE TIME/PASSING PARADE 78X30. LP9570.
- 369 TELEPHONE TIME/PASSING PARADE 78X30. LP9571.
- 370 TELEPHONE TIME/PASSING PARADE 78X30. LP9572.
- 371 TELEPHONE TIME/PASSING PARADE 78X30. LP9573.
- 372 TELEPHONE TIME/PASSING PARADE 78X30. LP9574.
- 373 TELEPHONE TIME/PASSING PARADE 78X30. LP9575.
- 374 TELEPHONE TIME/PASSING PARADE 78X30. LP9576.
- 375 TELEPHONE TIME/PASSING PARADE 78X30. LP9577.
- 376 TELEPHONE TIME/PASSING PARADE 78X30. LP9578.
- 377 TELEPHONE TIME/PASSING PARADE 78X30. LP9579.
- 381 TELEPHONE TIME/PASSING PARADE 78X30. LP9583.
- 378 TELEPHONE TIME/PASSING PARADE 78X30. LP9580.
- 379 TELEPHONE TIME/PASSING PARADE 78X30. LP9581.
- 380 TELEPHONE TIME/PASSING PARADE 78X30. LP9582.
- 382 TELEPHONE TIME/PASSING PARADE 78X30. LP9584.
- 383 TELEPHONE TIME/PASSING PARADE 78X30. LP9585.
- 384 TELEPHONE TIME/PASSING PARADE 78X30. LP9586.

- 385 TELEPHONE TIME/PASSING PARADE 78X30. LP9587.
- 386 TELEPHONE TIME/PASSING PARADE 78X30. LP9588.
- 387 TELEPHONE TIME/PASSING PARADE 78X30. LP9589.
- 388 TELEPHONE TIME/PASSING PARADE 78X30. LP9590.
- 389 TELEPHONE TIME/PASSING PARADE 78X30. LP9591.
- 390 TELEPHONE TIME/PASSING PARADE 78X30. LP9592.
- 391 TELEPHONE TIME/PASSING PARADE 78X30. LP9593.
- 392 TELEPHONE TIME/PASSING PARADE 78X30. LP9594.
- 393 TELEPHONE TIME/PASSING PARADE 78X30. LP9595.
- 394 TELEPHONE TIME/PASSING PARADE 78X30. LP9596.
- 395 TELEPHONE TIME/PASSING PARADE 78X30. LP9597.
- 396 TELEPHONE TIME/PASSING PARADE 78X30. LP9598.
- 397 TELEPHONE TIME/PASSING PARADE 78X30. LP9599.
- 398 TELEPHONE TIME/PASSING PARADE 78X30. LP9600.
- 399 TELEPHONE TIME/PASSING PARADE 78X30. LP9601.
- 400 TELEPHONE TIME/PASSING PARADE 78X30. LP9602.
- 401 TELEPHONE TIME/PASSING PARADE 78X30. LP9603.
- 402 TELEPHONE TIME/PASSING PARADE 78X30. LP9604.
- 403 TELEPHONE TIME/PASSING PARADE 78X30. LP9605.
- 404 TELEPHONE TIME/PASSING PARADE 78X30. LP9606.
- 405 TELEPHONE TIME/PASSING PARADE 78X30. LP9606.
- 406 TELEPHONE TIME/PASSING PARADE 78X30. LP9607.
- 407 TELEPHONE TIME/PASSING PARADE 78X30. LP9608.
- 411 TELEPHONE TIME/PASSING PARADE 78X30. LP10876.
- 408 TELEPHONE TIME/PASSING PARADE 78X30. LP9609.
- 409 TELEPHONE TIME/PASSING PARADE 78X30. LP9610.
- 410 TELEPHONE TIME/PASSING PARADE 78X30. LP9611.
- 412 TELEPHONE TIME/PASSING PARADE 78X30. LP10877.
- 413 TELEPHONE TIME/PASSING PARADE 78X30. LP10878.
- 414 TELEPHONE TIME/PASSING PARADE 78X30. LP10879.

- 415 TELEPHONE TIME/PASSING PARADE 78X30. LP10880.
416 TELEPHONE TIME/PASSING PARADE 78X30. LP10881.
417 TELEPHONE TIME/PASSING PARADE 78X30. LP10882.
418 TELEPHONE TIME/PASSING PARADE 78X30. LP10883.
419 TELEPHONE TIME/PASSING PARADE 78X30. LP10884.
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423 TELEPHONE TIME/PASSING PARADE 78X30. LP10888.
424 TELEPHONE TIME/PASSING PARADE 78X30. LP10889.
425 TELEPHONE TIME/PASSING PARADE 78X30. LP10890.
426 TELEPHONE TIME/PASSING PARADE 78X30. LP10891.
427 TELEPHONE TIME/PASSING PARADE 78X30. LP10892.
428 TELEPHONE TIME/PASSING PARADE 78X30. LP10893.
429 TELEPHONE TIME/PASSING PARADE 78X30. LP10894.
430 TELEPHONE TIME/PASSING PARADE 78X30. LP10895.
431 TELEPHONE TIME/PASSING PARADE 78X30. LP10896.
432 TELEPHONE TIME/PASSING PARADE 78X30. LP10897.
433 TELEPHONE TIME/PASSING PARADE 78X30. LP10898.
434 TELEPHONE TIME/PASSING PARADE 78X30. LP10899.
435 TELEPHONE TIME/PASSING PARADE 78X30. LP10900.
436 TELEPHONE TIME/PASSING PARADE 78X30. LP10901.
437 TELEPHONE TIME/PASSING PARADE 78X30. LP10902.
441 TEMPTATIONS, THE. PA746771.
438 TELEPHONE TIME/PASSING PARADE 78X30. LP10903.
439 TELEPHONE TIME/PASSING PARADE 78X30. LP11332.
440 TELL ME NO SECRETS. PAU2144987.
442 TEN COMMANDMENTS, THE. PA1325797.
443 TENTH KINGDOM, THE. PA996835.
444 TERRIBLE JOE MORAN. PA288367.

- 445 TERROR IN THE FAMILY. PA794717.
- 446 THERE GOES MY HEART. R374809.
- 447 THEY CALL ME SIR. PA1047368.
- 448 THEY SHOOT DIVAS DON'T THEY : ka SLOW BURN. PA1125490.
- 449 THEY SHOOT DIVAS DON'T THEY : ka SLOW BURN.
- 450 THEY STILL CALL ME BRUCE. PA355078.
- 451 THIRD TWIN, THE. PAU2231847.
- 452 THOUGH NONE GO WITH ME. PAU3038752.
- 453 THREE AM. PA1069728.
- 454 THREE COINS: STORYBOOK INTERNATIONAL.
- 455 THREE HELPERS: STORYBOOK INTERNATIONAL.
- 456 THROUGH MY EYES. PAU3044033.
- 457 TIDAL WAVE: NO ESCAPE. PA891547.
- 458 TIME AT THE TOP. PA1369192.
- 459 TIME PIECE. PA833995.
- 460 TIN MAN. PA1601532.
- 461 TIN MAN. PA1631071.
- 462 TITANIC, THE. PA828236.
- 463 TO DANCE WITH OLIVIA. PA828202.
- 464 TO THE ENDS OF THE EARTH.
- 465 TODD-KELLY SERIES 42 REELS. R264112.
- 469 TODD-KELLY SERIES 42 REELS. R280996.
- 466 TODD-KELLY SERIES 42 REELS. R280987.
- 467 TODD-KELLY SERIES 42 REELS. R280990.
- 468 TODD-KELLY SERIES 42 REELS. R280992.
- 470 TODD-KELLY SERIES 42 REELS. R281003.
- 471 TODD-KELLY SERIES 42 REELS. R281110.
- 475 TODD-KELLY SERIES 42 REELS. R299632.
- 472 TODD-KELLY SERIES 42 REELS. R281112.
- 473 TODD-KELLY SERIES 42 REELS. R281114.

- 474 TODD-KELLY SERIES 42 REELS. R299631.
- 476 TODD-KELLY SERIES 42 REELS. R299638.
- 477 TODD-KELLY SERIES 42 REELS. R299643.
- 478 TODD-KELLY SERIES 42 REELS. R299646.
- 479 TODD-KELLY SERIES 42 REELS. R299647.
- 480 TODD-KELLY SERIES 42 REELS. R299649.
- 481 TODD-KELLY SERIES 42 REELS. R317567.
- 482 TODD-KELLY SERIES 42 REELS. R317571.
- 483 TODD-KELLY SERIES 42 REELS. R317573.
- 484 TODD-KELLY SERIES 42 REELS. R317577.
- 485 TODD-KELLY SERIES 33 REELS. R221667.
- 486 TODD-KELLY SERIES 33 REELS. R221672.
- 487 TODD-KELLY SERIES 33 REELS. R225707.
- 488 TODD-KELLY SERIES 33 REELS. R225709.
- 489 TODD-KELLY SERIES 33 REELS. R232204.
- 490 TODD-KELLY SERIES 33 REELS. R232207.
- 491 TODD-KELLY SERIES 33 REELS. R236736.
- 492 TODD-KELLY SERIES 33 REELS. R236741.
- 493 TODD-KELLY SERIES 33 REELS. R236743.
- 494 TODD-KELLY SERIES 33 REELS. R252322.
- 495 TODD-KELLY SERIES 33 REELS. R252327.
- 496 TODD-KELLY SERIES 33 REELS. R252331.
- 497 TODD-KELLY SERIES 33 REELS. R252336.
- 498 TODD-KELLY SERIES 33 REELS. R264098.
- 499 TODD-KELLY SERIES 33 REELS. R264103.
- 500 TODD-KELLY SERIES 33 REELS. R264107.
- 501 TODD-KELLY SERIES 33 REELS. R264109.
- 502 TOO LATE TO SAY GOODBYE.
- 503 TO RICH: THE SECRET LIFE OF DORIS DUKE. PA939400.
- 504 TO RICH: THE SECRET LIFE OF DORIS DUKE.

- 508 TOPPER RETURNS (COLORIZED). PA460495.
- 505 TOPPER (B&W). R341923.
- 506 TOPPER (COLORIZED). PA463947.
- 507 TOPPER RETURNS (B&W). LP10436.
- 509 TOPPER TRAKES A TRIP (B&W). R402831.
- 510 TOPPER TAKES A TRIP (COLORIZED). PA460493.
- 511 TORNADO. PA796983.
- 512 TORNADO.
- 513 TOWER OF THE FIRST BORN. PA985033.
- 514 TRAIN QUEST : ka ADVENTURE EXPRESS. PAU2583355.
- 515 TRICKS. PAU2222029.
- 516 TRIPLE CROSS. PAU2006637.
- 517 TROGLODYTE.
- 518 TROUPLE IN PARADISE. PA483461.
- 519 TROUPLE WITH FATHER.
- 520 TRUDEAU.
- 521 TRUE POSITION. PAU1557429.
- 522 TRUE WOMEN. PA1368202.
- 523 TRUE WOMEN. PA1368202.
- 524 TULSA (PUBLIC DOMAIN). LP2305.
- 525 TURBO. PAU3041392.
- 526 TURNABOUT. R420755.
- 527 TWELEVE MONTHS, THE: STORYBOOK INT'L
- 528 TWILIGHT OF THE GOLDS. PA857575.
- 529 TWO CAME BACK. PA891666.
- 530 TWO CAME BACK.
- 531 TWO FATHERS: JUSTICE FOR THE INNOCENT. PA715766.
- 532 TWO FOR ONE: STORYBOOK INTERNATIONAL.
- 533 TWO KNIGHTS FROM BROOKLYN.
- 534 TWO MOTHER'S FOR AZCHARY : ka FOR THE LOVE OF TYLER & SHARON. PAU2094010.

- 535 UGLY DUCKLING SING-A-LONG.
- 536 UGLY DUCKLING, THE.
- 537 ULTIMATE BASEBALL MEMORABILIA, THE. PA1375242.
- 538 UNDER WRAPS. PA881539.
- 539 UNDERTAKER'S WEDDING. PAU2177633.
- 543 UNLIKELY ANGEL. PA822806.
- 540 UNDUE INFLUENCE. PA825784.
- 541 UNFINISHED AFFAIR, AN. PA789068.
- 542 UNIVERSITY.
- 544 UTOPIA. PA307779.
- 545 UTOPIA. PAU1629115.
- 546 VARIAN'S WAR. PA1373878.
- 547 VICTOR : ka VICTOR DAVIS. PA1598166.
- 548 VINGAR HILL. PA1263856.
- 549 VINEGAR HILL.
- 550 VIPERS. PA1617392.
- 551 VIRTUAL OBSESSION : ka HOST. PA879836.
- 552 VIRTUAL OBSESSION : ka HOST.
- 553 VOYAGE OF THE UNICORN. PA1061773.
- 554 WEIRD WORLD. PA771935.
- 555 WALL, THE. PA898219.
- 556 WALTER & HENRY. PA1052664.
- 557 WE WERE THE MULVANEYS. PA1116416.
- 558 WE WERE THE MULVANEYS.
- 559 WEEKEND IN THE COUNTRY, A. PA797700.
- 560 WE'LL BE RIGHT BACK. PA117729.
- 561 WELL OF THE WORLD'S END STORYBOOK INTERNATIONAL.
- 562 WES CRAVEN'S DON'T LOOK DOWN. PA916077.
- 563 WESTING GAME. PAU2303764.
- 564 WHARF RAT. PAU2038327.

- 565 WHAT I DID FOR LOVE : ka WINTER WHITE. PA1343454.
- 566 WHAT KIND OF MOTHER YOU. Add. ti.: LESSION IN LOVE. PA826344.
- 567 WHEN COMENDY WAS KING.
- 568 WHEN THE CIRCUS CAME TO TOWN. PA288368.
- 569 WHEN TIME EXPIRES. PA1069726.
- 570 WHILE I WAS AWAY WHILE I WAS GONE. PA1274858.
- 571 WHILE I WAS AWAY WHILE I WAS GONE.
- 572 WHILE MY PRETTY ONE SLEEPS. PA784615.
- 573 WHISKERS. PA1069727.
- 574 WHITE DWARF. PA772265.
- 578 WINDOW'S LAZY DAUGHTER: STORYBOOK INT'L.
- 575 WHITE RAVEN. PAU2287926.
- 576 WHO KILLED ATLANTA'S CHILDREN?. PA996918.
- 577 WHO KILLED DOC ROBBIN?. LP1756.
- 579 WILD GIRL.
- 580 WHILD HEARTS. PAU3011518.
- 581 WILLIE NELSON: SOME ENCHANTED EVENING. PA1375239.
- 582 WILSON'S REWARD. PAU1557433.
- 583 WINTER SOLSTICE.
- 584 WISE MERCHANT, THE STORYBOOK INT'L
- 585 WISHING TREE. PA974554.
- 586 WITCH'S DAUGHTER, THE. PA1369085.
- 587 WITHIN THESE WALLS. PA1087013.
- 588 WITHIN THESE WALLS.
- 589 WITNESS FOR DINOTOPIA. PA1313787.
- 590 WOMAN UNDONE : ka JOSHUA TREE. PA789115.
- 591 WOODCUTTER & THE DEVIL STORYBOOK INT'L.
- 592 WORD OF HONOR. PA1194654.
- 593 WOUNDED HEART. PAU1969372.
- 594 WYVERN.

- 595 XTRA CREDIT. PAU3416090.
596 X TREME TEENS : ka BOY BWITH THE X-RAYS EYES, THE. PAU2540037.
597 YANKS AHOY. R476331.
598 YEARLING, THE. PA696858.
599 YOU'VE GOT A FRIEND : ka DERBY. PAU3125120.
600 ZOOMAN. PA703550.
-

End of titles list for document **V3602D423**

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Search Request: Left Anchored Name = RHI Entertainment

Search Results: Displaying 324 of 1581 entries



Labeled View

Farscape III & 26 other titles.

Type of Work: Recorded Document

Document Number: V3604D514

Date of Recordation: 2011-06-09

Entire Copyright Document: V3604 D514 P1-15

Date of Execution: as of 25May11

Title: Farscape III & 26 other titles.

Notes: Supplement No. 1 to the copyright security agreement dated as of April 1, 2011- "2011 First Lien Facility".

Party 1: RHI Entertainment, LLC, RHI Entertainment, Inc., RHIE Holdings, Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment Distribution, LLC, RHI Entertainment Productions, LLC, RHI International Distribution, Inc., Library Storage, Inc. & RHI Entertainment, Ltd.

Party 2: JPMorgan Chase Bank, NA.

Links: [List of Titles](#)

Names: [RHI Entertainment, LLC](#)

[RHI Entertainment, Inc.](#)

[RHIE Holdings, Inc.](#)

[RHI Entertainment Holdings II, LLC](#)

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[RHI Entertainment Productions, LLC](#)

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[Library Storage, Inc.](#)

[RHI Entertainment, Ltd.](#)

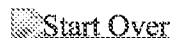
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This list contains titles in document **V3604D514**

Document title: Farscape III & 26 other titles.

The complete document is: **V3604 D514 P1-15**

List of titles:

- 001 Farscape III. PAu 2-696-318.
- 002 Farscape III. PAu 2-696-320.
- 003 Farscape III. PAu 2-696-322.
- 004 Farscape III. PAu 2-696-325.
- 005 Farscape III. PAu 2-696-327.
- 006 Farscape III. PAu 2-696-328.
- 007 Farscape III. PAu 2-696-330.
- 008 Farscape III. PAu 2-696-332.
- 009 Farscape III. PAu 2-696-333.
- 010 Farscape III. PAu 2-696-337.
- 011 Farscape III. PAu 2-696-340.
- 012 Farscape III. PAu 2-696-343.
- 013 Farscape III. PAu 2-696-344.
- 014 Farscape III. PAu 2-696-350.
- 015 Farscape III. PAu 2-696-353.
- 016 Farscape III. PAu 2-696-355.
- 017 Farscape III. PAu 2-696-357.
- 018 Farscape III. PAu 2-696-359.
- 019 Farscape III. PAu 2-696-374.
- 020 Farscape III. PAu 2-696-377.
- 021 Farscape III. PAu 2-701-736.
- 022 Farscape III. PAu 2-701-737.
- 023 Marco Polo. PA 1-386-732.
- 024 Merlin. PA 889-074.

025 Moby Dick (2010).

026 The other side.

027 Roadkill.

End of titles list for document **V3604D514**

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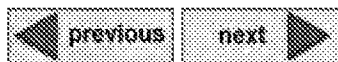
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Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = RHI Entertainment

Search Results: Displaying 101 of 1581 entries



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Above & beyond & 14 other titles.

Type of Work: Recorded Document

Document Number: V3607D913

Date of Recordation: 2011-09-08

Entire Copyright Document: V3607 D913 P1-15

Date of Execution: as of 30Aug11

Title: Above & beyond & 14 other titles.

Notes: Supplement No. 2 to the copyright security agreement dated as of April 1, 2011 - "2011 first lien facility".

Party 1: RHI Entertainment, LLC, RHI Entertainment, Inc., RHIE Holdings, Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment Distribution, LLC, RHI Entertainment Productions, LLC, RHI International Distribution, Inc., Library Storage, Inc. & RHI Entertainment, Ltd.

Party 2: JPMorgan Chase Bank, NA.

Links: [List of Titles](#)

Names: [RHI Entertainment, LLC](#)

[RHI Entertainment, Inc.](#)

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[RHI Entertainment Holdings II, LLC](#)

[RHI Entertainment Distribution, LLC](#)

[RHI Entertainment Productions, LLC](#)

[RHI International Distribution, Inc.](#)

[Library Storage, Inc.](#)

[RHI Entertainment, Ltd.](#)

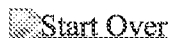
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This list contains titles in document **V3607D913**

Document title: Above & beyond & 14 other titles.

The complete document is: **V3607 D913 P1-15**

List of titles:

- 001 Above & beyond. PAu 3-030-558.
 - 002 Behemoth. PAu 3-540-086.
 - 003 Blackout.
 - 004 Journey to the center of the Earth (2007). PA 1-725-733.
 - 005 Meteor. PA 1-718-117 & PA 1-722-860.
 - 006 Moby Dick. PA 894-363.
 - 007 Roadkill. PAu 3-546-267.
 - 008 Rosamunde Pilcher's autumn. PAu 3-422-753.
 - 009 Rosamunde Pilcher's family secret.
 - 010 Rosamunde Pilcher's healing heart.
 - 011 Rosamunde Pilcher's Spring. PAu 3-481-380 & PAu 3-497-786.
 - 012 Rosamunde Pilcher's Summer. PAu 3-422-752.
 - 013 Rosamunde Pilcher's Winter. PAu 3-481-378 & PAu 3-497-787.
 - 014 Taste of romance.
 - 015 Wild girl. PAu 3-543-997.
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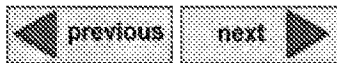
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Search Request: Left Anchored Name = RHI Entertainment

Search Results: Displaying 152 of 1581 entries



Labeled View

Ascent & 4 other titles.

Type of Work: Recorded Document

Document Number: V3610D819

Date of Recordation: 2011-12-12

Entire Copyright Document: V3610 D819 P1-15

Date of Execution: as of 28Nov11

Title: Ascent & 4 other titles.

Notes: Supplement no. 3 to the copyright security agreement dated as of 1Apr11-"2011 first lien facility.

Party 1: RHI Entertainment, LLC, RHI Entertainment, Inc., RHIE Holdings, Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment Distribution, LLC, RHI Entertainment Productions, LLC, RHI International Distribution, Inc., Library Storage, Inc. & RHI Entertainment, Ltd.

Party 2: JPMorgan Chase Bank, NA.

Links: [List of Titles](#)

Names: [RHI Entertainment, LLC](#)

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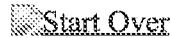
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Document title: Ascent & 4 other titles.

The complete document is: **V3610 D819 P1-15**

List of titles:

- 001 Ascent. PAu 1-934-171.
 - 002 Double wedding. PA 1-700-074.
 - 003 Hard ride to hell. PA 1-718-352.
 - 004 Moby Dick (2011) PA 1-755-497 & PA 1-755-498.
 - 005 Neverland.
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End of titles list for document **V3610D819**

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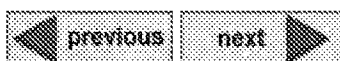
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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = RHI Entertainment

Search Results: Displaying 142 of 1581 entries



Labeled View

Annie Claus is coming to town & 10 other titles.

Type of Work: Recorded Document

Document Number: V3615D822

Date of Recordation: 2012-05-02

Entire Copyright Document: V3615 D822 P1-15

Date of Execution: as of 1Apr11; 12Mar12

Title: Annie Claus is coming to town & 10 other titles.

Notes: Supplement No. 4 to the copyright security agreement dated as of April 1, 2011 - "2011 first lien facility."

Party 1: RHI Entertainment, LLC, RHI Entertainment, Inc., RHIE Holdings, Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment Distribution, LLC, RHI Entertainment Productions, LLC, RHI International Distribution, Inc., Library Storage, Inc., RHI Entertainment, Ltd.

Party 2: JPMorgan Chase Bank, NA.

Links: [List of Titles](#)

Names: [RHI Entertainment, LLC](#)

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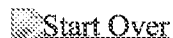
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This list contains titles in document **V3615D822**

Document title: Annie Claus is coming to town & 10 other titles.

The complete document is: **V3615 D822 P1-15**

List of titles:

- 001 Annie Claus is coming to town.
 - 002 Blackout.
 - 003 Christmas pageant.
 - 004 Love's Christmas journey.
 - 005 Making of Nerverland.
 - 006 Mommy's little girl : a.k.a. Possessing Piper Rose.
 - 007 Rosamunde Pilcher's family secret.
 - 008 Rosamunde Pilcher's healing heart.
 - 009 Taste of romance. PA1762194.
 - 010 Treasure island.
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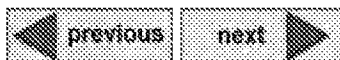
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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = Sonar Entertainment

Search Results: Displaying 200 of 217 entries



Labeled View

Annie Claus is coming to town & 12 other titles.

Type of Work: Recorded Document

Document Number: V3619D889

Date of Recordation: 2012-08-23

Entire Copyright Document: V3619 D889 P1-15

Date of Execution: as of 23Jul12

Title: Annie Claus is coming to town & 12 other titles.

Notes: Supplement no. 5 to the copyright security agreement dated as of April 1, 2011 - "2011 first lien facility".

Party 1: RHI Entertainment, LLC, Sonar Entertainment, Inc. f.k.a. RHI Entertainment, Inc., RHIE Holdings, Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment Distribution, LLC, RHI Entertainment Productions, LLC, RHI International Distribution, Inc., Library Storage, Inc. & RHI Entertainment, Ltd.

Party 2: JPMorgan Chase Bank, N.A.

Links: [List of Titles](#)

Names: [RHI Entertainment, LLC](#)

[Sonar Entertainment, Inc.](#)

[RHI Entertainment, Inc.](#)

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[RHI Entertainment Distribution, LLC](#)

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Document title: Annie Claus is coming to town & 12 other titles.

The complete document is: **V3619 D889 P1-15**

List of titles:

- 001 Annie Claus is coming to town. PA1780494.
 - 002 Bereavement.
 - 003 Blackout. PAU3600454.
 - 004 Christmas pageant. PA1780496.
 - 005 Love's Christmas journey. PA1766817.
 - 006 Making of neverland. PA1775568.
 - 007 Moby dick (2011) PA1755497 & PA1755498.
 - 008 Old fashioned Thanksgiving. PAU3564665.
 - 009 Once more with feeling. PAU3475230.
 - 010 Rosamunde Pilcher's family secret. PAU3600452.
 - 011 Rosamunde Pilcher's healing heart. PAU3600458.
 - 012 Undercover bridesmaid : f.k.a. Bulletproof bride.
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Category 8 & 5 other titles.

Type of Work: Recorded Document

Document Number: V3622D782

Date of Recordation: 2012-11-27

Entire Copyright Document: V3622 D782 P1-15

Date of Execution: as of 25Oct12

Title: Category 8 & 5 other titles.

Notes: Supplement no. 6 to the copyright security agreement dated as of 1Apr11 - 2011 first lien facility.

Party 1: RHI Entertainment, LLC, Sonar Entertainment, Inc., RHIE Holdings, Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment Distribution, LLC, RHI Entertainment Productions, LLC, RHI International Distribution, Inc., Library Storage, Inc. & RHI Entertainment, Ltd.

Party 2: JPMorgan Chase Bank, NA.

Links: [List of Titles](#)

Names: [RHI Entertainment, LLC](#)

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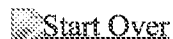
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This list contains titles in document **V3622D782**

Document title: Category 8 & 5 other titles.

The complete document is: **V3622 D782 P1-15**

List of titles:

- 001 Category 8.
 - 002 Christmas song.
 - 003 Once more with feeling. PAu3475230.
 - 004 Shockwave.
 - 005 Undercover bridesmaid : f.k.a. Bulletproof bride. PA1788524.
-

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