

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings $\Rightarrow \Rightarrow \Rightarrow$

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Lions Gate Entertainment Corp.
Lions Gate Entertainment Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State British Columbia
 Other Canada, Delaware

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: JP Morgan Chase Bank
 Internal Address: _____
 Street Address: 1166 Avenue of the Americas
New York State: NY Zip: 10036
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 15, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
78/185227 76/382490
78/185208

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2692777

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ellen M. Baker
 Internal Address: Morgan Lewis & Bockius
 Street Address: 1111 Pennsylvania Ave.
N.W.
Washington, D.C. 20004
 City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-4520

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ellen M. Baker Ellen M. Baker January 22, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$116.00 134620 78186227

01/20/2004 14:01/ST. 13:55/NO. 450017700
700061420

FROM MORGAN LEWIS & BORKIUS

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form 270-1594
(Rev. 05/01)
OMB No. 0551-0027 (exp. 5/31/2002)

Tab markings:

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Lions Gate Entertainment Corp.
Lions Gate Entertainment Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State British Columbia
 Other Canada, Delaware

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: J.P. Morgan Chase Bank
Internal Address: 1166 Avenue of the Americas
Street Address: _____
City: New York State: NY Zip: 10036

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If applicant is not domiciled in the United States, a domestic designator (such as "N/A") (Designation may be a separate document from this form) (Additional name(s) and address(es) attached) Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 15, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78135227
78185208
76382490

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2692777

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lisa Callander
Internal Address: Morgan, Lewis & Borkius LLP
Street Address: 101 Park Avenue
City: New York State: NY Zip: 10178

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41)..... 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-4520
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document.

Lisa Callander
Name of Person Signing

Lisa Callander
Signature

JANUARY 16, 2004
Date

10. Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20521

EXECUTION COPY

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

WHEREAS, Lions Gate Entertainment Corp., a British Columbia corporation ("LGEC") and Lions Gate Entertainment Inc., a Delaware corporation (together with LGEC, the "Borrowers") and each other subsidiary of the Borrowers whose names appear at the foot hereof (each a "Subsidiary"), and together with the Borrowers, the "Pledgors"), 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, 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 Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of September 25, 2000 as amended and restated as of December 15, 2003 (as the same may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, as Administrative Agent for the Lenders (the "Administrative Agent") and as Issuing Bank, JPMorgan Chase Bank, Toronto Branch, as Canadian Agent (the "Canadian Agent"), Fleet National Bank, as Co-Syndication Agent, and BNP Paribas, as Co-Syndication Agent, the Lenders have agreed to make loans and extend other financial accommodations to the Borrowers;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Canadian Agent and the Lenders) a 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 (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter

1-NY/160072.1

arising, adopted or acquired and whether or not in the possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement); 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 Trademarks and the goodwill associated therewith.

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, the Canadian Agent, and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items 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 the 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 such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the 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.

Each Pledgor agrees to deliver updated copies of Schedules A and B to the Administrative Agent at the end of any quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark 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 such Pledgor, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the 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 Credit Agreement and this Amended and Restated Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Canadian Agent and the Lenders) granted pursuant to the Credit Agreement, this Amended and Restated Trademark Security Agreement, and the other Fundamental

Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act(s) that the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right of a Pledgor, the Administrative Agent, the Issuing Bank, the Canadian Agent or the Lenders, or if any person, firm, corporation or other entity shall do or perform any act(s) that the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to such Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), 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, necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the applicable Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the applicable Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by, the Administrative Agent pursuant to this paragraph at Pledgor's 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, the Canadian Agent and the Lenders) pursuant to the 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, the Canadian Agent and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Amended and Restated Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments (as defined in the Credit Agreement) under the Credit Agreement have terminated, all Obligations have been indefeasibly fully paid and performed and all Letters of Credit (as defined in the Credit Agreement) have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank, the Canadian Agent and the Lenders) shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Canadian Agent and the Lenders) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank, the Canadian Agent and the Lenders) agrees that

there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Administrative Agent gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

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

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

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. In the event of a conflict between this Amended and Restated Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the Pledgors have caused this Amended and Restated Trademark Security Agreement to be duly executed as of December 15, 2003.

BORROWERS:

LIONS GATE ENTERTAINMENT CORP.

By Wayne Levin
Name: WAYNE LEVIN
Title: EXEC. VP & GENERAL COUNSEL
BUSINESS & LEGAL AFFAIRS

LIONS GATE ENTERTAINMENT INC.

By Wayne Levin
Name: WAYNE LEVIN
Title: EXEC. VP & GENERAL COUNSEL
BUSINESS & LEGAL AFFAIRS

(SIGNATURE PAGES TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT)
1-21-04 11:05 FR

GUARANTORS:

- 408376 B.C. LIMITED
- AM PSYCHO PRODUCTIONS, INC.
- ATTRACTION PRODUCTIONS LLC
- BLUE PRODUCTIONS INC.
- CINEPIX ANIMATION INC./ANIMATION
CINEPIX INC.
- CINEPIX FILMS INC./FILMS CINEPIX INC.
- CONFIDENCE PRODUCTIONS, INC.
- COVEN PRODUCTIONS CORP.
- CUBE FORWARD PRODUCTIONS CORP.
- DEAD ZONE PRODUCTION CORP.
- DINAL CUT PRODUCTIONS CORP.
- FIVE DAYS PRODUCTIONS CORP.
- FRAILTY PRODUCTIONS, INC.
- HIGH CONCEPT PRODUCTIONS INC.
- HYPERCUBE PRODUCTIONS CORP.
- KING OF THE WORLD PRODUCTIONS LLC
- LG PICTURES INC.
- LIONS GATE FILMS CORP.
- LIONS GATE FILMS DEVELOPMENT CORP.
- LIONS GATE FILMS INC.
- LIONS GATE FILMS PRODUCTIONS
CORP./PRODUCTIONS FILMS LIONS GATE
S.A.R.F.
- LIONS GATE MUSIC CORP.
- LIONS GATE RECORDS, INC.
- LIONS GATE STUDIO MANAGEMENT LTD.
- LIONS GATE TELEVISION CORP.
- LIONS GATE TELEVISION (ONTARIO) CORP.
- LIONS GATE TELEVISION DEVELOPMENT
LLC
- LIONS GATE TELEVISION INC.
- LUCKY 7 PRODUCTIONS CORP.
- MISSING PRODUCTIONS CORP.
- MISSING PRODUCTIONS I CORP.
- M WAYS PRODUCTIONS CORP.
- M WAYS II PRODUCTIONS CORP.
- PLANETARY PRODUCTIONS, LLC
- PRESSURE PRODUCTIONS CORP.
- PRISONER OF LOVE PRODUCTIONS CORP.
- PROFLER PRODUCTIONS CORP.
- PSYCID PRODUCTIONS SERVICES CORP.
- SHUTTERSPEED PRODUCTIONS CORP.
- TERRESTRIAL PRODUCTIONS CORP.
- VOID PRODUCTIONS CORP.

[SIGNATURE PAGES TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]
1-011/18990722

WRITERS ON THE WAVE
 3F SERVICES, INC.
 ARIMA INC.
 ARTISAN ENTERTAINMENT INC.
 ARTISAN FILMED PRODUCTIONS, INC.
 ARTISAN HOME ENTERTAINMENT INC.
 ARTISAN MUSIC INC.
 ARTISAN PICTURES INC.
 ARTISAN RELEASING INC.
 ARTISAN TELEVISION INC.
 BD OPTICAL MEDIA, INC.
 DL DISTRIBUTION CORP.
 CAVE PRODUCTIONS, INC.
 TECH, LLC
 FILM HOLDINGS CO.
 FUSION PRODUCTIONS, INC.
 LANDSCAPE ENTERTAINMENT CORP.
 POST PRODUCTION, INC.
 PUNISHER PRODUCTIONS, INC.
 SCREENING ROOM, INC.
 SILENT DEVELOPMENT CORP.
 VESTRON INC.

By: Wayne Levin
 Name: **WAYNE LEVIN**
 Title: **EXEC. VP & GENERAL COUNSEL
 BUSINESS & LEGAL AFFAIRS**

BLAIR WITCH FILM PARTNERS LTD.
 By: Artisan Filmed Productions Inc.
 Its: General Partner

By: Wayne Levin
 Name: **WAYNE LEVIN**
 Title: **EXEC. VP & GENERAL COUNSEL
 BUSINESS & LEGAL AFFAIRS**

[SIGNATURE PAGES TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]
 1-NY116390722

LENDERS:

JPMORGAN CHASE BANK,
individually and as Administrative Agent

By 

Name:

Title:

Address:

1166 Avenue of the
Americas, 17th floor
New York, NY 10136-
2708

Attention:

Garrett Verdone

Facsimile:

(212) 899-2893

[SIGNATURE PAGES TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]
1-NY1682039

Schedule A to Trademark
Security Agreement

TRADEMARKS

Description of Trademark	Owner/ Registrant	Registration or Application Number	Registration or Application Date	Jurisdiction of Registration or Application	Third Party Licenses, Sublicenses or Material Agreements affecting the Trademark
LIONS GATE ENTERTAINMENT	Lions Gate Entertainment Corp.	TMA587681	August 21, 2003; Renewal date: August 21, 2018	Canada	NIL
LIONS GATE TELEVISION	Lions Gate Entertainment Corp.	TMA587680	August 21, 2003; Renewal date: August 21, 2018	Canada	NIL
LIONS GATE PICTURES	Lions Gate Entertainment Corp.	TMA566326	August 23, 2002; Renewal date: August 23, 2017	Canada	NIL
LIONS GATE FILMS	Lions Gate Entertainment Corp.	TMA587969	August 22, 2003; Renewal date: August 22, 2018	Canada	NIL
LIONS GATE 777 MS (LOGO)	Lions Gate Entertainment Corp.	1065352- Allowed, use yet registered	Advised August 20, 2003	Canada	NIL
LIONS GATE SIGNATURE SERIES	Lions Gate Entertainment Corp.	78185227- Filed, not yet registered	November 14, 2002	United States	NIL
LIONS GATE SIGNATURE SERIES	Lions Gate Entertainment Corp.	78185208- Filed, not yet registered	November 14, 2002	United States	NIL
LIONS GATE RECORDS	Lions Gate Entertainment Corp.	76982490- Filed, not yet registered	March 14, 2002	United States	NIL
LIONS GATE HOME ENTERTAINMENT	Lions Gate Entertainment Corp.	2692777	March 4, 2003; Renewal date: March 4, 2013	United States	NIL

1-NY-689072

22 2004 11:58 FR

TO 12617#549210001# P.14/23

OPR/ASSIGNMENTS
JAN 20 2004 11:06 FR

1/22/04 8:18 PAGE 13/22

RightFAX
TO 12617#663970198# P.13/20

Artisan trademarks -- see attached lists.

1-27/1690722

TRADEMARK
REEL: 002780 FRAME: 0863

IN WITNESS WHEREOF, the Pledgors have caused this Amended and Restated Trademark Security Agreement to be duly executed as of December 15, 2003.

BORROWERS:

LIONS GATE ENTERTAINMENT CORP.

By Wayne Levin
Name: **WAYNE LEVIN**
Title: **EXEC. VP & GENERAL COUNSEL
BUSINESS & LEGAL AFFAIRS**

LIONS GATE ENTERTAINMENT INC.

By Wayne Levin
Name: **WAYNE LEVIN**
Title: **EXEC. VP & GENERAL COUNSEL
BUSINESS & LEGAL AFFAIRS**

(SIGNATURE PAGES TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT)
LNY16900723

GUARANTORS:

- 408376 B.C. LIMITED
- AM PSYCHO PRODUCTIONS, INC.
- ATTRACTION PRODUCTIONS LLC
- BLUE PRODUCTIONS INC.
- CINEPEX ANIMATION INC./ANIMATION
- CINEPEX INC.
- CINEPEX FILMS INC./FILMS CINEPEX INC.
- CONFIDENCE PRODUCTIONS, INC.
- COVEN PRODUCTIONS CORP.
- CUBE FORWARD PRODUCTIONS CORP.
- DEAD ZONE PRODUCTION CORP.
- FINAL CUT PRODUCTIONS CORP.
- FIVE DAYS PRODUCTIONS CORP.
- FRAILTY PRODUCTIONS, INC.
- HIGH CONCEPT PRODUCTIONS INC.
- HYPERCUBE PRODUCTIONS CORP.
- KING OF THE WORLD PRODUCTIONS LLC
- LG PICTURES INC.
- LIONS GATE FILMS CORP.
- LIONS GATE FILMS DEVELOPMENT CORP.
- LIONS GATE FILMS INC.
- LIONS GATE FILMS PRODUCTIONS
- CORP./PRODUCTIONS FILMS LIONS GATE
- S.A.R.F.
- LIONS GATE MUSIC CORP.
- LIONS GATE RECORDS, INC.
- LIONS GATE STUDIO MANAGEMENT LTD.
- LIONS GATE TELEVISION CORP.
- LIONS GATE TELEVISION (ONTARIO) CORP.
- LIONS GATE TELEVISION DEVELOPMENT
- LLC
- LIONS GATE TELEVISION INC.
- LUCKY 7 PRODUCTIONS CORP.
- MISSING PRODUCTIONS CORP.
- MISSING PRODUCTIONS I CORP.
- M WAYS PRODUCTIONS CORP.
- M WAYS II PRODUCTIONS CORP.
- PLANETARY PRODUCTIONS, LLC
- PRESSURE PRODUCTIONS CORP.
- PRISONER OF LOVE PRODUCTIONS CORP.
- PROFLER PRODUCTIONS CORP.
- PSYCHO PRODUCTIONS SERVICES CORP.
- SHUTTERSPEED PRODUCTIONS CORP.
- TERRESTRIAL PRODUCTIONS CORP.
- VOID PRODUCTIONS CORP.

(SIGNATURE PAGES TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT)

1-NY16990/2.2

WRITERS ON THE WAVE
 3F SERVICES, INC.
 ARIMA INC.
 ARTISAN ENTERTAINMENT INC.
 ARTISAN FILMED PRODUCTIONS, INC.
 ARTISAN HOME ENTERTAINMENT INC.
 ARTISAN MUSIC INC.
 ARTISAN PICTURES INC.
 ARTISAN RELEASING INC.
 ARTISAN TELEVISION INC.
 BD OPTICAL MEDIA, INC.
 BL DISTRIBUTION CORP.
 CAVE PRODUCTIONS, INC.
 FHCL, LLC
 FILM HOLDINGS CO.
 FUSION PRODUCTIONS, INC.
 LANDSCAPE ENTERTAINMENT CORP.
 POST PRODUCTION, INC.
 PUNISHER PRODUCTIONS, INC.
 SCREENING ROOM, INC.
 SILENT DEVELOPMENT CORP.
 VESTRON INC.

By: Wayne Levin
 Name: **WAYNE LEVIN**
 Title: **EXEC. VP & GENERAL COUNSEL
 BUSINESS & LEGAL AFFAIRS**

BLAIR WITCH FILM PARTNERS LTD.

By: Artisan Filmed Productions Inc.

As: General Partner

By: Wayne Levin
 Name: **WAYNE LEVIN**
 Title: **EXEC. VP & GENERAL COUNSEL
 BUSINESS & LEGAL AFFAIRS**

[SIGNATURE PAGES TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]
 1-NY71699072.2

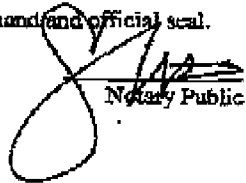
STATE OF California)
COUNTY OF Los Angeles) ss.:

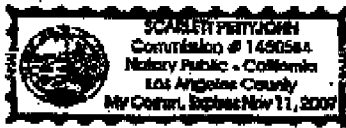
On this the 9 day of January, 2004, before me,
Scott H. Bellinger the undersigned Notary Public, personally appeared
Wayne Lewin

personally known to me.

I proved to me on the basis of satisfactory evidence, to be the
Exp: General Counsel of Blair Witch Film Partners 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/Members.

WITNESS my hand and official seal.


Notary Public



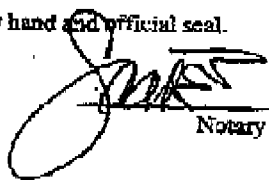
STATE OF California)
COUNTY OF Los Angeles ; ss.:

On this the 9 day of January, 2004, before me,
Scarlett Pettijohn, the undersigned Notary Public, personally appeared
Wynne Lewis

personally known to me,

I proved to me on the basis of satisfactory evidence, to be the
ESVP and General Counsel of the corporation known as Lions Gate Entertainment Corp.
who executed the foregoing instrument on behalf of the corporation and acknowledged that such
corporation executed it pursuant to a resolution of its Board of Directors/Members.

WITNESS my hand and official seal.



Notary Public



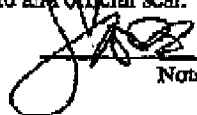
STATE OF California)
COUNTY OF Los Angeles) : ss.:

On this the 9 day of January, 2004, before me,
Scarlett Perryjohn, the undersigned Notary Public, personally appeared
Wayne Leimer

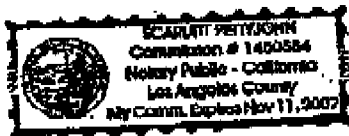
personally known to me,

proved to me on the basis of satisfactory evidence, to be the Director, Officer or authorized signatory of the corporations known as the Guarantors who executed the foregoing instrument on behalf of the corporation and acknowledged that such corporation executed it pursuant to a resolution of its Board of Directors/Members.

WITNESS my hand and official seal.



Notary Public



STATE OF California)
COUNTY OF Los Angeles) ss.:

On this the 9 day of January, 2004 before me,
Stanley Feltyjohn, the undersigned Notary Public, personally appeared
Wayne Cairn

personally known to me.

proved to me on the basis of satisfactory evidence, to be the
Exec and General Counsel of the corporation known as Lions Gate Entertainment Inc. who
executed the foregoing instrument on behalf of the corporation and acknowledged that such
corporation executed it pursuant to a resolution of its Board of Directors/Members.

WITNESS my hand and official seal.

Stanley Feltyjohn
Notary Public

