

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 ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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,  
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: \_\_\_\_\_  
1166 Avenue of the Americas  
 Street Address: \_\_\_\_\_  
New York City: \_\_\_\_\_ 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) \_\_\_\_\_

B. Trademark Registration No.(s)  
2766978

Additional number(s) attached  Yes  No

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

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41)..... \$590.00  
 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      Feb. 2, 2004  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 20

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

CIH \$615.00 134520 76741143

SCHEDULE

<u>Mark</u>	<u>Ser. No./Reg. No.</u>
ARTISAN ENTERTAINMENT	Reg. No. 2392112
ARTISAN ENTERTAINMENT (stylized)	Ser. No. 75/741143
ARTISAN ENTERTAINMENT (stylized)	Ser. No. 75/741963
ARTISAN HOME ENTERTAINMENT Logo	Ser. No. 75/867349
DIRTY DANCING	Reg. No. 2379813
F.H.E. & Design	Reg. No. 1334784
f.h.e. FAMILY HOME ENTERTAINMENT &..	Reg. No. 2521165
f.h.e. FAMILY HOME ENTERTAINMENT &.	Reg. No. 2582919
f.h.e. FAMILY HOME ENTERTAINMENT &.	Reg. No. 2628705
f.h.e. FAMILY HOME ENTERTAINMENT &.	Reg. No. 2521166
FAMILY HOME ENTERTAINMENT	Reg. No. 1241884
FAMILY HOME ENTERTAINMENT (ARC)	Reg. No. 2177758
FC FLASH CUT RECORDS & Design	Reg. No. 2522326
FHE FAMILY HOME ENTERTAINMENT & ROOF Design	Reg. No. 2483785
FHE FAMILY HOME ENTERTAINMENT & ROOF Design	Reg. No. 2565964
FLASH CUT RECORDS	Reg. No. 2497167
LIVE & L Design	Reg. No. 1795315
POWER ZONE	Ser. No. 76/476167
RESERVOIR DOGS	Reg. No. 2640668
THE BLAIR WITCH DESIGN	Ser. No. 75/767807

THE BLAIR WITCH PROJECT

Ser. No. 75/742724

THE BLAIR WITCH PROJECT

Reg. No. 2545706

YOGA FUSION

Reg. No. 2730141

## 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

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

LIONS GATE ENTERTAINMENT INC.

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



## 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.  
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.  
PROFILER PRODUCTIONS CORP.  
PSYCHO PRODUCTIONS SERVICES CORP.  
SHUTTERSPEED PRODUCTIONS CORP.  
TERRESTRIAL PRODUCTIONS CORP.  
VOID PRODUCTIONS CORP.

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.  
 Its: General Partner

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

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

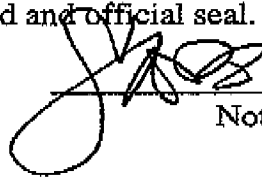
STATE OF California )  
 : ss.:  
COUNTY OF Los Angeles )

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

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





Trademark	Case Number/SubCase	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
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ARTISAN ENTERTAINMENT	ARTISAN001/	75/465124 09-Apr-1998	13-Apr-1999	23-Sep-2003	Registered Next Renewal
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*Class(es):* 09, 35, 41

*Agent Name:* HOLLAND & KNIGHT

*Client:* ARTISAN ENTERTAINMENT INC.

*Resp. Office:* WAS

*Attorney(s):* CLM CF

*Agent Ref:* NONE

*Client Ref:* 072461.00002

*Use In Commerce:* 01-Jul-1998

ARTISAN ENTERTAINMENT	ARTISAN002/	75/556169 18-Sep-1998	14-Sep-1999	03-Oct-2000	Registered 03-Oct-2010
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*Class(es):* 25

*Agent Name:* HOLLAND & KNIGHT

*Client:* ARTISAN ENTERTAINMENT INC.

*Resp. Office:* WAS

*Attorney(s):* CLM CF

*Agent Ref:* NONE

*Client Ref:* 072461.00002

*Use In Commerce:* 01-Jul-1998

ARTISAN ENTERTAINMENT (STYLIZED)	ARTISAN026/	75/741143 01-Jul-1999	30-Jul-2002		Published
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*Class(es):* 35

*Agent Name:* HOLLAND & KNIGHT

*Client:* ARTISAN ENTERTAINMENT INC.

*Resp. Office:* WAS

*Attorney(s):* CLM

*Agent Ref:*

*Client Ref:* 072461.00002

*Use In Commerce:*

Washington, November 24, 1999  
 Control: Intellectual Property of America

Trademark Listing (Continued)

Trademark	Case Number/SubCase	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
ARTISAN ENTERTAINMENT (STYLIZED)	ARTISAN027/	75/741963 ARTISAN ENTERTAINMENT INC. 01-Jul-1999	30-Jul-2002		Published
		<i>Class(es):</i> 41 <i>Agent Name:</i> HOLLAND & KNIGHT <i>Client:</i> ARTISAN ENTERTAINMENT INC. <i>Resp. Office:</i> WAS		<i>Attorney(s):</i> CLM <i>Agent Ref:</i> <i>Client Ref:</i> 072461.00002 <i>Use In Commerce:</i> 01-Oct-1998	

ARTISAN HOME ENTERTAINMENT LOGO	ARTISAN575/	75/867349 ARTISAN ENTERTAINMENT INC. 09-Dec-1999			Pending
		<i>Class(es):</i> 09, 35 <i>Agent Name:</i> HOLLAND & KNIGHT <i>Client:</i> ARTISAN ENTERTAINMENT INC. <i>Resp. Office:</i> WAS		<i>Attorney(s):</i> CLM <i>Agent Ref:</i> NONE <i>Client Ref:</i> 072461.00002 <i>Use In Commerce:</i> 01-Aug-1999	

DIRTY DANCING	ARTISAN022/	75/027832 ARTISAN ENTERTAINMENT INC. 30-Nov-1995	12-Nov-1996	22-Aug-2000	Registered
		<i>Class(es):</i> 9, 25, [16, 18, 20, 21, 24, 28, 41] <i>Agent Name:</i> HOLLAND & KNIGHT <i>Client:</i> ARTISAN ENTERTAINMENT INC. <i>Resp. Office:</i> WAS		<i>Attorney(s):</i> CLM CF <i>Agent Ref:</i> <i>Client Ref:</i> 072461.00002 <i>Use In Commerce:</i> 1987	



Trademark Case Number/SubCase Application Number/Date Publication Number/Date Registration Number/Date Status Next Renewal

F.H.E. & DESIGN ARTISAN014/ 73/498313 1334784 07-May-1985 Registered 07-May-2005

ARTISAN ENTERTAINMENT INC. Class(es): 41

Agent Name: HOLLAND & KNIGHT Attorney(s): CLM CF

Client: ARTISAN ENTERTAINMENT INC. Agent Ref: 072461.00002

Resp. Office: WAS Use In Commerce: 29-May-1984

F.H.E. FAMILY HOME ENTERTAINMENT &@ ARTISAN374A/ 73/980671 2521165 Registered 18-Dec-2011

ARTISAN ENTERTAINMENT INC. Class(es): 9

Agent Name: HOLLAND & KNIGHT Attorney(s): CLM CF

Client: ARTISAN ENTERTAINMENT INC. Agent Ref: NONE

Resp. Office: WAS Use In Commerce: 00-Mar-1999

F.H.E. FAMILY HOME ENTERTAINMENT &@ ARTISAN465/ 73/792403 2582919 Registered 18-Jun-2012

ARTISAN ENTERTAINMENT INC. Class(es): 9

Agent Name: HOLLAND & KNIGHT Attorney(s): CLM CF

Client: ARTISAN ENTERTAINMENT INC. Agent Ref: NONE

Resp. Office: WAS Use In Commerce: 31-Jan-1999

Application Number: 6-2000  
 Date of Filing: 03/20/00  
 The Official USPTO Record  
 10/19/00

**TRADEMARK**  
 REEL: 002785 FRAME

Trademark	Case Number/Sub Case	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
f.h.e. FAMILY HOME ENTERTAINMENT & @	ARTISAN374/	75/198397	20-Jun-2000	2628705	Registered
	ARTISAN ENTERTAINMENT INC.	10-Sep-1999		01-Oct-2002	01-Oct-2002
	<i>Class(es):</i> 9			<i>Attorney(s):</i> CLM CP	
	<i>Agent Name:</i> HOLLAND & KNIGHT			<i>Agent Ref:</i> NONE	
	<i>Client:</i> ARTISAN ENTERTAINMENT INC.			<i>Client Ref:</i> 072461.00002	
	<i>Resp. Office:</i> WAS			<i>Use In Commerce:</i> 00-Mar-1999	
f.h.e. FAMILY HOME ENTERTAINMENT & @	ARTISAN454/	75/198677	20-Jun-2000	2521166	Registered
	ARTISAN ENTERTAINMENT INC.	03-Sep-1999		18-Dec-2001	18-Dec-2011
	<i>Class(es):</i> 9			<i>Attorney(s):</i> CLM CP	
	<i>Agent Name:</i> HOLLAND & KNIGHT			<i>Agent Ref:</i> NONE	
	<i>Client:</i> ARTISAN ENTERTAINMENT INC.			<i>Client Ref:</i> 072461.00002	
	<i>Resp. Office:</i> WAS			<i>Use In Commerce:</i> 00-Mar-1999	
FAMILY HOME ENTERTAINMENT	ARTISAN021/	73/338549	14-Jun-1983	1241884	Renewed
	ARTISAN ENTERTAINMENT INC.	23-Nov-1981		14-Jun-1983	14-Jun-2013
	<i>Class(es):</i> 09			<i>Attorney(s):</i> CLM CP	
	<i>Agent Name:</i> HOLLAND & KNIGHT			<i>Agent Ref:</i>	
	<i>Client:</i> ARTISAN ENTERTAINMENT INC.			<i>Client Ref:</i> 072461.00002	
	<i>Resp. Office:</i> WAS			<i>Use In Commerce:</i> 20-Apr-1981	



Trademark	Case Number/SubCase	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
FAMILY HOME ENTERTAINMENT (ARC)	ARTISAN594/	75/056890		2177758	Registered 04-Aug-2011
	ARTISAN ENTERTAINMENT INC.	12-Feb-1996	23-Nov-1997	04-Aug-1998	
	<i>Class(es):</i> 42			<i>Attorney(s):</i> CLM CF	
	<i>Agent Name:</i> HOLLAND & KNIGHT			<i>Agent Ref:</i>	
	<i>Client:</i> ARTISAN ENTERTAINMENT INC.			<i>Client Ref:</i> 072461.00002	
	<i>Resp. Office:</i> WAS			<i>Use In Commerce:</i> 00-Oct-1990	
FC FLASH CUT RECORDS & DESIGN	ARTISAN625/	76/201033		2522326	Registered
	ARTISAN ENTERTAINMENT INC.	26-Jan-2001	02-Oct-2001	25-Dec-2001	25-Dec-2011
	<i>Class(es):</i> 9			<i>Attorney(s):</i> CLM CF	
	<i>Agent Name:</i> HOLLAND & KNIGHT			<i>Agent Ref:</i> NONE	
	<i>Client:</i> ARTISAN ENTERTAINMENT INC.			<i>Client Ref:</i> 072461.00002	
	<i>Resp. Office:</i> WAS			<i>Use In Commerce:</i> 00-Oct-1999	
FHE FAMILY HOME ENTERTAINMENT & ROOF DESIGN	ARTISAN373A/	73/980646		2483785	Registered
	ARTISAN ENTERTAINMENT INC.	21-Sep-1999	20-Jan-2000	28-Aug-2001	28-Aug-2011
	<i>Class(es):</i> 9			<i>Attorney(s):</i> CLM CF	
	<i>Agent Name:</i> HOLLAND & KNIGHT			<i>Agent Ref:</i> NONE	
	<i>Client:</i> ARTISAN ENTERTAINMENT INC.			<i>Client Ref:</i> 072461.00002	
	<i>Resp. Office:</i> WAS			<i>Use In Commerce:</i> 00-Apr-1998	

UNITED STATES PATENT AND TRADEMARK OFFICE  
COMMERCIAL AND CONSUMER PRODUCTS

UNITED STATES PATENT AND TRADEMARK OFFICE  
COMMERCIAL AND CONSUMER PRODUCTS

1995/001

TRADE MARK  
REEL: 002785 FRAM

Trademark	Case Number/Sub Case	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
THE FAMILY HOME ENTERTAINMENT & ROOF DESIGN	ARTISAN464A/	75/980670	27-Jun-2000	2565964	Registered
	ARTISAN ENTERTAINMENT INC.	03-Sep-1999		30-Apr-2002	Next Renewal 30-Apr-2008
		<i>Classes</i> : 9		<i>Attorney(s)</i> : CLM CF	
		<i>Agent Name</i> : HOLLAND & KNIGHT		<i>Agent Ref</i> : NONE	
		<i>Client</i> : ARTISAN ENTERTAINMENT INC.		<i>Client Ref</i> : 072461.00002	
		<i>Resp. Office</i> : WAS		<i>Use In Commerce</i> : 00-Apr-1998	
FLASH CUT RECORDS	ARTISAN031A/	75/981103	07-Mar-2000	2497167	Registered
	ARTISAN ENTERTAINMENT INC.	23-Jul-1999		09-Oct-2001	09-Oct-2011
		<i>Classes</i> : 9		<i>Attorney(s)</i> : CLM CF	
		<i>Agent Name</i> : HOLLAND & KNIGHT		<i>Agent Ref</i> : NONE	
		<i>Client</i> : ARTISAN ENTERTAINMENT INC.		<i>Client Ref</i> : 072461.00002	
		<i>Resp. Office</i> : WAS		<i>Use In Commerce</i> : 00-Oct-1999	
LIVE & L DESIGN	ARTISAN019/	74/176924		1795315	Registered
	ARTISAN ENTERTAINMENT INC.	17-Jun-1991		28-Sep-1993	28-Sep-2003
		<i>Classes</i> : 41, 42		<i>Attorney(s)</i> : CLM CF	
		<i>Agent Name</i> : HOLLAND & KNIGHT		<i>Agent Ref</i> : NONE	
		<i>Client</i> : ARTISAN ENTERTAINMENT INC.		<i>Client Ref</i> : 072461.00002	
		<i>Resp. Office</i> : WAS		<i>Use In Commerce</i> : 21-Nov-1988	

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Trademark	Case Number/SubCase	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
POWER ZONE	ARTISAN633/ ARTISAN ENTERTAINMENT INC.	76/476167 09-Dec-2002	25-Nov-2003		Published
	<i>Class(es): 9</i> <i>Agent Name: HOLLAND &amp; KNIGHT</i> <i>Client: ARTISAN ENTERTAINMENT INC.</i> <i>Resp. Office: WAS</i> <i>Attorney(s): CLM</i> <i>Agent Ref: NONE</i> <i>Client Ref: 072461.00002</i> <i>Use In Commerce: 20-May-2003</i>				
RESERVOIR DOGS	ARTISAN624/ ARTISAN ENTERTAINMENT INC.	76/187473 28-Dec-2000	23-Oct-2001	2640668 22-Oct-2002	Registered 22-Oct-2012
	<i>Class(es): 9, 25, 28</i> <i>Agent Name: HOLLAND &amp; KNIGHT</i> <i>Client: ARTISAN ENTERTAINMENT INC.</i> <i>Resp. Office: WAS</i> <i>Attorney(s): CLM CF</i> <i>Agent Ref: NONE</i> <i>Client Ref: 072461.00051</i> <i>Use In Commerce: 01-Apr-1993</i>				
THE BLAIR WITCH DESIGN	ARTISAN032/ ARTISAN ENTERTAINMENT INC.	75/767807 04-Aug-1999	09-May-2000		Published
	<i>Class(es): 9, 14, 16, 18, 25, 28, 35, [41]</i> <i>Agent Name: HOLLAND &amp; KNIGHT</i> <i>Client: ARTISAN ENTERTAINMENT INC.</i> <i>Resp. Office: WAS</i> <i>Attorney(s): CLM</i> <i>Agent Ref: NONE</i> <i>Client Ref: 073455.00044</i> <i>Use In Commerce: 01-May-1999</i>				

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Trademark	Case Number/SubCase	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
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THE BLAIR WITCH PROJECT	ARTISAN029/	75/742724	01-Aug-2000		Published
	ARTISAN ENTERTAINMENT INC.	02-Jul-1999			
		Class(es): 9, [14], 16, 18, 25, 28, 35, [41]		Attorney(s): CLM	
		Agent Name: HOLLAND & KNIGHT		Agent Ref: NONE	
		Client: ARTISAN ENTERTAINMENT INC.		Client Ref: 073455.00044	
		Resp. Office: WAS		Use In Commerce: 01-May-1999	

THE BLAIR WITCH PROJECT	ARTISAN028/	75/741142	22-Aug-2000	2545706	Registered
	ARTISAN ENTERTAINMENT INC.	01-Jul-1999		12-Mar-2002	12-Mar-2012
		Class(es): 41		Attorney(s): CLM CF	
		Agent Name: HOLLAND & KNIGHT		Agent Ref: NONE	
		Client: ARTISAN ENTERTAINMENT INC.		Client Ref: 073455.00044	
		Resp. Office: WAS		Use In Commerce: 02-Apr-1999	

YOGA FUSION	ARTISAN628/	76/274872	21-May-2002	2730141	Registered
	ARTISAN ENTERTAINMENT INC.	21-Jun-2001		24-Jun-2003	24-Jun-2013
		Class(es): 9 [41]		Attorney(s): CLM CF	
		Agent Name: HOLLAND & KNIGHT		Agent Ref: NONE	
		Client: ARTISAN ENTERTAINMENT INC.		Client Ref: 072461.00002	
		Resp. Office: WAS		Use In Commerce: 21-Aug-2001	

TRADEMARK

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RECORDED: 02/02/2004