

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revolution Studios Distribution Company, LLC		12/21/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	131 South Dearborn Street		
Internal Address:	6th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3084351	HELLBOY	
Registration Number:	3122482	HELLBOY	
Registration Number:	3137662	HELLBOY	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5723		
Email:	chimmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	Morgan, Lewis & Bockius, LLP		
Address Line 2:	1111 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397.0359		

CH \$90.00 3084351

NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	12/22/2006

Total Attachments: 11

source=trademark security second lien#page1.tif
source=trademark security second lien#page2.tif
source=trademark security second lien#page3.tif
source=trademark security second lien#page4.tif
source=trademark security second lien#page5.tif
source=trademark security second lien#page6.tif
source=trademark security second lien#page7.tif
source=trademark security second lien#page8.tif
source=trademark security second lien#page9.tif
source=trademark security second lien#page10.tif
source=trademark security second lien#page11.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, Revolution Studios Distribution Company, LLC, Bench Productions, LLC, Big Baby Productions, LLC, Brothers Solomon Productions, Finished Productions, LLC, Frostbite Productions, LLC, Prize Winner Productions, LLC, Puncher Productions, LLC, Rent Productions, LLC, Revolution Loch Productions, LLC, Revolution Studios Productions Services, LLC, RSDI Sales Company, LLC, The Fog Productions, LLC, Three Strikes Productions, LLC, Zoom Productions, LLC, Antonio Bay Productions Ltd, Revolution Dream Productions Ltd, Revolution Erie Productions Ltd, Revolution Leaf Productions Ltd, Revolution Royal Productions Ltd, Revolution Winter Productions Ltd, Water Horse Productions Ltd, Freedomland Productions, Inc., Perfect Stranger Productions, Inc. Period Musical, Inc. (collectively, the "Pledgor"), now owns or holds 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; and

WHEREAS, pursuant to that certain Second Lien Credit, Security, Guaranty and Pledge Agreement dated as of December 21, 2006 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among Revolution Studios Distribution Company, LLC, as Borrower (the "Borrower"), the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), the Lenders have agreed to make loans and extend other financial accommodations to the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to all personal property of the Pledgor, including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's 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 Pledgor, 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 Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks, Trademark licenses and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgor's 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 Pledgor:

(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 Pledgor 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 Pledgor agrees to deliver updated copies of Schedules A and B to the Administrative Agent as soon as practicable after the 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 the 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 Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent believes constitutes an infringement of any Trademark, or violate or infringe any right of a Pledgor, the Administrative Agent or the Lenders, or if any person, firm, corporation or other entity shall do or perform any act that the

Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the 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 and 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 Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the 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 (provided that the failure to give any such notice shall not affect the validity of any of the same) at the 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 and the Lenders) pursuant to the Credit Agreement. The Pledgor and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself 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 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 and the Lenders) shall execute and deliver to the Pledgor, at the Pledgor's 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 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.

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, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS 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 Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

PLEDGOR:

REVOLUTION STUDIOS DISTRIBUTION
COMPANY, LLC

By VJR NO
Name: Vince Totino
Title: Chief Operating Officer

BENCH PRODUCTIONS, LLC
BIG BABY PRODUCTIONS, LLC
BROTHERS SOLOMON PRODUCTIONS, LLC
FINISHED PRODUCTIONS, LLC
FROSTBITE PRODUCTIONS, LLC
NEXT PRODUCTIONS, LLC
PRIZE WINNER PRODUCTIONS, LLC
PUNCHER PRODUCTIONS, LLC
RENT PRODUCTIONS, LLC
REVOLUTION LOCH PRODUCTIONS, LLC
REVOLUTION STUDIOS PRODUCTION
SERVICES, LLC
RSDI SALES COMPANY, LLC
THE FOG PRODUCTIONS, LLC
THREE STRIKES PRODUCTIONS, LLC
ZOOM PRODUCTIONS, LLC

By: VJR NO
Name: Vince Totino
Title: Manager

ANTONIO BAY PRODUCTIONS LTD
REVOLUTION DREAM PRODUCTIONS LTD
REVOLUTION ERIE PRODUCTIONS LTD
REVOLUTION LEAF PRODUCTIONS LTD
REVOLUTION ROYAL PRODUCTIONS LTD
REVOLUTION WINTER PRODUCTIONS LTD
WATER HORSE PRODUCTIONS LTD

By: VJR NO
Name: Vince Totino
Title: Chief Financial Officer

FREEDOMLAND PRODUCTIONS, INC.
PERFECT STRANGER PRODUCTIONS, INC.
PERIOD MUSICAL, INC.

By: V. J. R. T. W.
Name: Vince Totino
Title: President

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 15, 2006, before me, Beverly O. Cavaliere, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Vince Totino,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Place Notary Seal Above

Beverly O. Cavaliere
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

COO, Manager, CFO, President
Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

Revolution Studios Distribution Company, LLC, et al.

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Security Agreement
Title or Type of Document

8
Number Of Pages

as of December 21, 2006
Date Of Document

Signer(s) Other Than Named Above

AGENT:

JPMORGAN CHASE BANK, N.A.

By P. Clark Hallren

Name: P. Clark Hallren

Title: **Managing Director**

Schedule A to Trademark
Security Agreement

TRADEMARKS

See attached.

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration or Application</u>	<u>Trademark</u>	<u>Material Licenses</u>
USA	Revolution Studios Distribution Company LLC	N/A	3,084,351	4/25/06	HELLBOY	N/A
USA	Revolution Studios Distribution Company LLC	N/A	3,122,482	8/1/06	HELLBOY	N/A
USA	Revolution Studios Distribution Company LLC	N/A	3,137,662	9/5/06	HELLBOY	N/A

Schedule B to Trademark
Security Agreement

TRADEMARK LICENSES

None.

1-NY/2123082.2

RECORDED: 12/22/2006

**TRADEMARK
REEL: 003449 FRAME: 0916**