

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
Overture Films LLC		01/02/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, as administrative agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77019734	OVERTURE FILMS	
Serial Number:	77019724	OVERTURE FILMS	
Serial Number:	77019719	OVERTURE FILMS	
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, Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-0371		
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal		

CH \$90.00 77019734

Signature:

/Catherine R. Howell/

Date:

01/18/2008

Total Attachments: 11

source=overturejr#page1.tif
source=overturejr#page2.tif
source=overturejr#page3.tif
source=overturejr#page4.tif
source=overturejr#page5.tif
source=overturejr#page6.tif
source=overturejr#page7.tif
source=overturejr#page8.tif
source=overturejr#page9.tif
source=overturejr#page10.tif
source=overturejr#page11.tif

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

WHEREAS, OVERTURE FILMS, LLC (the "Borrower") and the guarantors, if any, referred to in the Credit Agreement (as hereinafter defined) (the "Guarantors", and together with the Borrower, each a "Pledgor" and collectively 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; and

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of January 2, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the lenders referred to therein (the "Lenders") and Liberty Media LLC as collateral agent for the Lenders (in such capacity, the "Collateral Agent"), the Lenders have agreed to make a loan to the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Collateral Agent (for the benefit of itself 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 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 which 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; and

WHEREAS, the Collateral 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 Collateral

Agent (for the benefit of itself 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 (i) through (iii) of 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 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.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Collateral Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter 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 Collateral Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Collateral 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 Collateral 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 Collateral Agent (for the benefit of itself and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Collateral Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Collateral Agent or the Lenders or if any Person shall do or perform any acts which the Collateral Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Collateral Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Collateral 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. The Collateral 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 Collateral Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Collateral Agent pursuant to this paragraph and each of the

Pledgors agrees to assist the Collateral Agent with any steps taken, or any suits or proceedings instituted by the Collateral Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent (for the benefit of itself and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Collateral Agent does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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 under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Collateral Agent (on behalf of itself and the Lenders) shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Pledgors as may be necessary or proper to terminate the security interest of the Collateral Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Collateral Agent (on behalf of itself and the Lenders) will provide notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

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 Pledgors 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.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 15.1 of the Credit Agreement.

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.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Collateral Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Pledgors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

It is understood and agreed that, notwithstanding anything to the contrary contained in this Trademark Security Agreement, the security interest being granted by the Pledgors hereunder is also for the benefit of any providers of any Swap Agreements described in clause (ii) of the definition of "Obligations" under the Credit Agreement. Any references in this Trademark Security Agreement to the "Lenders" shall be deemed to also include references to the providers of Swap Agreements described in clause (ii) of the definition of "Obligations" under the Credit Agreement.

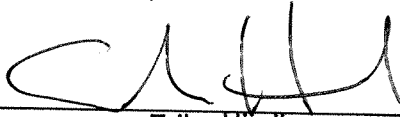
This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Pledgor (including its successors and permitted assigns) without the prior written consent of the Collateral Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

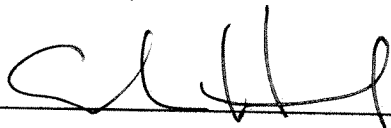
[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of January 2, 2008.

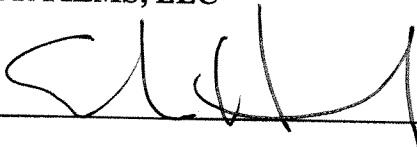
OVERTURE FILMS, LLC

By 
Name: Erika Hindle
Title: SVP, Finance and Administration
Overture Films, LLC

COMPOSER FILMS, LLC

By 
Name:
Title:

CONDUCTOR FILMS, LLC

By 
Name:
Title:

Accepted:

LIBERTY MEDIA LLC,
as Collateral Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of January 2, 2008.

OVERTURE FILMS, LLC

By _____
Name:
Title:

COMPOSER FILMS, LLC


By _____
Name:
Title:

CONDUCTOR FILMS, LLC

By _____
Name:
Title:

Accepted:

LIBERTY MEDIA LLC,
as Collateral Agent

By  _____
Name: David J.A. Flowers
Title: Senior Vice President &
Treasurer

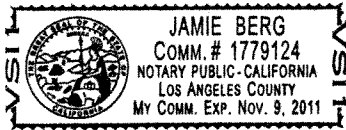
STATE OF CALIFORNIA)
: ss.:
COUNTY OF LOS ANGELES

On this the 27 day of DECEMBER, 2007, before me, JAMIE BERG, NOTARY PUBLIC
the undersigned Notary Public, personally appeared ERIKA HINDLE,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the _____
of the company known as OVERTURE FILMS, 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 management committee.

WITNESS my hand and official seal.



Jamie Berg
Notary Public

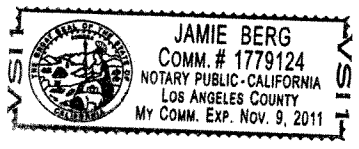
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES : ss.:

On this the 27 day of DECEMBER, 2007, before me, JAMIE BERG,
the undersigned Notary Public, personally appeared ERIKA HINDLE,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the _____
of the company known as COMPOSER FILMS, 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 manager.

WITNESS my hand and official seal.



Jamie Berg
Notary Public

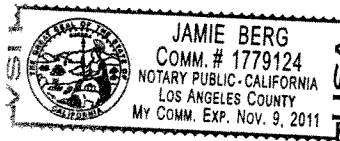
STATE OF CALIFORNIA
: ss.:
COUNTY OF LOS ANGELES

On this the 27 day of DECEMBER, 2007, before me, JAMIE BERG,
the undersigned Notary Public, personally appeared ERIKA HINDLE,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the _____
of the company known as CONDUCTOR FILMS, 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 manager.

WITNESS my hand and official seal.



JAMIE BERG
Notary Public

Schedule A
to Trademark Security Agreement

TRADEMARKS

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS
OVERTURE FILMS	Japan	9, 41, 45	2006-114818 12/12/2006	5055506 06/15/2007	Registered
OVERTURE FILMS	Australia	9, 38, 41	1150146 12/01/2006		Pending
OVERTURE FILMS	Canada	9, 38, 41	1326888 12/05/2006		Pending
OVERTURE FILMS	European Union	9, 38, 41	5516935 12/01/2006		Pending
OVERTURE FILMS	US	9	77/019719 10/12/2006		Pending
OVERTURE FILMS	US	41	77/019734 10/12/2006		Pending
OVERTURE FILMS	US	38	77/019724 10/12/2006		Pending

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

None

BUS_REV1544231.1