

06/10/2011

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

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



RECO
TR 103626834

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Open Road Films, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached?

Name: Bank of America, N.A.
Internal _____
Address: _____
Street Address: 333 S. Hope Street 13th Floor
City: Los Angeles
State: California
Country: USA Zip: 90071

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 3, 2011

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
See Schedule B of the attached Security Agreement

B. Trademark Registration No.(s) _____
See Schedule B of the attached Security Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule B of the attached Security Agreement

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Tia A. Broich c/o Loeb & Loeb LLP

Internal Address: _____

Street Address: 10100 Santa Monica Blvd., #2200

City: Los Angeles
State: California Zip: 90067

Phone Number: 310-282-2075
Fax Number: 213-947-4316
Email Address: tbroich@loeb.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

06/10/2011 ANULLINS 00000015 85258053

Deposit Account Number FC:8522 40.00 OP
02 FC:8522 50.00 OP

Authorized User Name _____

9. Signature: Tia A. Broich June 8, 2011
Signature Date

Name of Person Signing 11

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



6-10-11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004567 FRAME: 0383

TRADEMARK LICENSES

That certain Trademark License Agreement of even date herewith by and between Holdings, as Licensor, and Borrower, as Licensee, with respect to the Trademarks set forth below:

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
United States	Open Road Releasing, LLC	85258053	March 4, 2011	[Pending]		OPENROAD (Block Letters)
United States	Open Road Releasing, LLC	85258055	March 4, 2011	[Pending]		OPEN ROAD (Block Letters)
United States	Open Road Releasing, LLC	85258072	March 4, 2011	[Pending]		OPEN ROAD (Word and Design)

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

June 3, 2011

WHEREAS, Open Road Films, LLC, a Delaware limited liability company, as borrower (the "Borrower"), and the Guarantors 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 June 3, 2011 (as the same has been or may further be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), among the Borrower, Open Road Releasing, LLC, a Delaware limited liability company ("Holdings"), the Guarantors referred to therein, each Lender from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer, the Lenders have agreed to make Loans to or for the benefit of the Borrower and the L/C Issuer has agreed to issue and the Lenders have agreed to participate in Letters of Credit for the account of the Borrower or its Subsidiaries; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all real and 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 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; 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, each Pledgor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in all of such Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (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 such 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 such 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.

Each Pledgor agrees to cause the Borrower, and Borrower hereby agrees, to deliver updated copies of Schedule A and Schedule 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 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 Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an infringement of any Trademark owned or held by such Pledgor, or violates or infringes any right of any Pledgor or any Secured Party in the Trademark Collateral, or if any Person shall do or perform any act(s) that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use of the Trademark

Collateral, then and in any such event, the Administrative Agent (a) may, if the applicable Pledgor fails to take any action necessary to protect the rights of such Pledgor or any Secured Party in the Trademark Collateral within 30 days following its receipt of a written notice from the Administrative Agent, or (b) shall have the right to, upon the occurrence and during the continuance of an Event of Default, and without notice, take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may reasonably 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 in the Trademark Collateral. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of any of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Pledgors 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 assist the Administrative Agent with any 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 the Secured Parties) 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 the Secured Parties) 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 (other than (a) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements not yet due and payable as to which arrangements satisfactory to the Borrower and the applicable Cash Management Bank or Hedge Bank shall have been made, and (b) any contingent indemnification obligations), the Administrative Agent (on behalf of the Secured Parties) 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 the Secured Parties) 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 the Secured Parties) will provide notice(s) required by Section 10.06 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 Loan 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 Loan Documents.

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, 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.

[Signature Pages Follow]

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

PLEDGOR:

OPEN ROAD FILMS, LLC

By:  _____

Name: Tom Ortenberg

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

S-1

TRADEMARK
REEL: 004567 FRAME: 0389

ACCEPTED:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Tiffany Shin

Title: Assistant Vice President

Signature Page to Trademark Security Agreement

S-2

TRADEMARK
REEL: 004567 FRAME: 0390

State of CALIFORNIA)
County of Los Angeles)

On 5/31/11 before me, Robin R. HAMMOND, a notary public in and for the State of CALIFORNIA
DATE NAME

personally appeared Tom Ortenberg,
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Robin R. Hammond
Signature of Notary Public

State of Washington)
County of King)

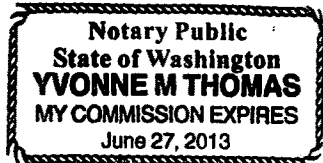
On 6/2/11 before me, Yvonne M. Thomas, a notary public in and for the State of Washington
DATE NAME

personally appeared Tiffany Shin,
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Yvonne M. Thomas
Signature of Notary Public
Yvonne M. Thomas
my Appointment Expires 6-27-2013

Schedule A
to Trademark Security Agreement

TRADEMARKS

None.

LA2129735.2
214827-10004

RECORDED: 06/10/2011

TRADEMARK
REEL: 004567 FRAME: 0393