

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		12/07/2011	PLC: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	MIRAMAX FILM NY, LLC
Street Address:	1601 Cloverfield Blvd.
Internal Address:	Suite 2000N
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2713215	MIRAMAX
Registration Number:	2423329	MIRAMAX
Registration Number:	3552168	MIRAMAX RECORDS
Registration Number:	2757112	ISLAND OF LOST DREAMS
Registration Number:	2809645	SPY KIDS

CORRESPONDENCE DATA

Fax Number: (310)500-3501
 Email: trademark@linerlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Paul D. Swanson
 Address Line 1: 1100 Glendon Avenue
 Address Line 4: Los Angeles, CALIFORNIA 90024

CH \$140.00 2713215

NAME OF SUBMITTER:	Chet Devaskar
Signature:	/cdevaskar/
Date:	12/17/2011
Total Attachments: 3 source=10.4 -- Termination of Grant of First Lien Security Interest in US Trademarks#page1.tif source=10.4 -- Termination of Grant of First Lien Security Interest in US Trademarks#page2.tif source=10.4 -- Termination of Grant of First Lien Security Interest in US Trademarks#page3.tif	

**Termination of Grant of First Lien Security Interest
in United States Patents and Trademarks**

EFFECTIVE DATE: December 7, 2011

Reference is made to the Grant of First Lien Security Interest in United States Patent and Trademarks, dated December 3, 2010 (USPTO Reel/Frame: 004427/0308) (the "Grant of First Lien Security Interest"), made by Miramax Film NY, LLC, a New York limited liability company (the "Grantor") in favor of BARCLAYS BANK PLC, as Collateral Agent (the "Grantee"), pursuant to which the Grantor granted the Grantee a security interest in all of the Grantor's right, title and interest in, to and under the "Patent and Trademark Collateral" specified therein, including without limitation: (1) each United States patent and patent application; and (2) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each United States trademark, trademark registration and trademark application referred to in Schedule A hereto, and all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or dilution of any Trademark.

The Grantee hereby relinquishes and terminates all right, title and interest granted to it pursuant to the Grant of First Lien Security Interest. The Grant of First Lien Security Interest is hereby terminated in its entirety and hereafter shall have no further force or effect.

IN WITNESS WHEREOF, the Grantee has executed and delivered this Termination of Grant of First Lien Security Interest in United States Patent and Trademarks by and through its duly authorized representative as of the date first noted above.

BARCLAYS BANK PLC,
as Collateral Agent,
as Grantee

By: Kevin Cullen
Name: **Kevin Cullen**
Title: **Director**

SCHEDULE A

TRADEMARKS

MARK	CLASS(ES)	COUNTRY	REG. NO.	REG. DATE
MIRAMAX	09, 41	United States	2713215	05/05/03
MIRAMAX	16	United States	2423329	01/23/01
MIRAMAX RECORDS	09	United States	3552168	12/23/08
ISLAND OF LOST DREAMS	41	United States	2757112	08/26/03
SPY KIDS	09	United States	2809645	02/03/04