

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Source Interlink Distribution, LLC		10/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street		
Internal Address:	21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3667667	MAGVISION	
Registration Number:	3700183	PROMOVISION	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617.951.7000		
Email:	trademarks@ropesgray.com		
Correspondent Name:	James M. Dorer		
Address Line 1:	800 Boylston Street		
Address Line 2:	Prudential Tower		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	108524-0002-002 SID AGMT		
NAME OF SUBMITTER:	James M. Dorer		

CH \$65.00 3667667

Signature:	/James M. Dorer/
Date:	10/09/2013
Total Attachments: 6 source=Active_38651460_3_SID - Trademark Security Agreement (Execution Version)#page1.tif source=Active_38651460_3_SID - Trademark Security Agreement (Execution Version)#page2.tif source=Active_38651460_3_SID - Trademark Security Agreement (Execution Version)#page3.tif source=Active_38651460_3_SID - Trademark Security Agreement (Execution Version)#page4.tif source=Active_38651460_3_SID - Trademark Security Agreement (Execution Version)#page5.tif source=Active_38651460_3_SID - Trademark Security Agreement (Execution Version)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Trademark Security Agreement**”), dated as of October 4, 2013, by **SOURCE INTERLINK DISTRIBUTION, LLC** (the “**Grantor**”), in favor of **CORTLAND CAPITAL MARKET SERVICES LLC**, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity as collateral agent, the “**Collateral Agent**”).

W i t n e s s e t h:

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of October 4, 2013 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, the Guarantors (as defined therein) party thereto from time to time, the lenders party thereto from time to time (the “**Lenders**”), Cortland Capital Market Services LLC, as Collateral Agent and as administrative agent, and certain other parties thereto, the Lenders have agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of October 4, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Borrower, the Subsidiaries of the Borrower party thereto from time to time and the Collateral Agent, the Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Agreement, the Grantor has agreed to secure the Grantor’s obligations under the Credit Documents as set forth in the Pledge and Security Agreement and this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein and in the Pledge and Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

1. Pledge and Security Agreement Definitions.

Unless otherwise defined herein, capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement

2. Grant of Security in Trademarks.

The Grantor hereby grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of the Grantor’s right, title and interest in, to and under all of the following personal property of the Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “**Trademark Collateral**”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, and other source or business identifiers, and, in each case, all goodwill associated therewith, (ii) all registrations, applications for registration, renewals, and recordings thereof and the right to obtain the same, in each case whether 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 thereof or otherwise, including each application and registration referred to in Schedule 1 attached hereto, and (iii) all common-law rights related thereto; and

(b) all rights to sue at law or in equity for any infringement, misappropriation, or other violation or impairment thereof and the right to receive all Proceeds (including, licenses, royalties, income, payments, claims, damage awards and proceeds of suit) therefrom.

3. Pledge and Security Agreement and Intercreditor Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The security interest granted hereby, and the rights and remedies related thereto, are also subject to the terms and conditions set forth in the Intercreditor Agreement.

4. Counterparts.

This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission, electronic mail or by posting on the Platform shall be effective as delivery of a manually executed counterpart hereof.

5. Governing Law.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRANTORS:

SOURCE INTERLINK DISTRIBUTION, LLC

By: SOURCE HOME ENTERTAINMENT, LLC,
its sole Member

RDS LOGISTICS, LLC

By: SOURCE INTERLINK DISTRIBUTION, LLC,
its sole Member

By: SOURCE HOME ENTERTAINMENT, LLC,
its sole Member

**SOURCE INTERLINK MANUFACTURING,
LLC**

By: SOURCE INTERLINK DISTRIBUTION, LLC,
its sole Member

By: SOURCE HOME ENTERTAINMENT, LLC,
its sole Member

**SOURCE INTERLINK RETAIL SERVICES,
LLC**

By: SOURCE INTERLINK DISTRIBUTION, LLC,
its sole Member

By: SOURCE HOME ENTERTAINMENT, LLC,
its sole Member

By: _____

Name: *Stephane Justice*

Title: *Vice President*

GRANTORS:

SOURCE HOME ENTERTAINMENT, LLC


SOURCE INTERLINK INTERNATIONAL,
INC.

DIRECTTOU, INC.

By: 
Name: Stephanie Justice
Title: Vice President

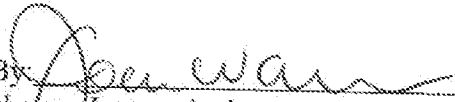
RETAIL VISION, LLC

By: SOURCE HOME ENTERTAINMENT, LLC,
its sole Member

By: 
Name: Stephanie Justice
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Joanna Anderson
Title: Managing Director

[SID Trademark Security Agreement]

TRADEMARK
REEL: 005128 FRAME: 0482

SCHEDULE 1

MARK	COUNTRY	OWNER	APPLICATION NUMBER	REGISTRATION NUMBER
MAGVISION	United States	Source Interlink Distribution, LLC	77/533271	3667667
PROMOVISION	United States	Source Interlink Distribution, LLC	77/612875	3700183