

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cinram International Inc.	04/11/2011
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	270 Park Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5427674
Patent Number:	5244563
Application Number:	10903099
CORRESPONDENCE DATA	
Fax Number:	(800)516-6304
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	614-280-3562
Email:	ted.mulligan@wolterskluwer.com
Correspondent Name:	Ted Mulligan
Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219
ATTORNEY DOCKET NUMBER:	8118963-3
NAME OF SUBMITTER:	Ted Mulligan
Total Attachments: 7 source=Cinram US#page1.tif	

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated April 11, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "*Securing Parties*") in favor of JPMorgan Chase Bank, N.A. ("*JPMCB*"), as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cinram (U.S.) Holding's Inc., a corporation organized under the laws of the State of Delaware (the "*Borrower*"), the other companies named therein as Guarantors, the financial institutions named therein as Lenders, and JPMCB, as Administrative Agent, have entered into that Second Lien Credit Agreement dated as of April 11, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and the Security Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Term Advances under the Credit Agreement, each Securing Party has executed and delivered that certain second lien Security Agreement dated April 11, 2011 made by the Securing Parties to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Securing Parties have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Securing Parties, and have agreed as a condition thereof to execute this IP Security Agreement for the purposes of recording the grant of the security interest in such intellectual property with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Securing Party agrees as follows:

SECTION 1. Grant of Security. Each Securing Party hereby confirms the grant to the Administrative Agent, for the ratable benefit of the Secured Parties, under the terms of the Security Agreement of a security interest in all of such Securing Party's right, title and interest in and to the United States patents, patent applications, trademark registrations and applications and copyright registrations as set forth in Schedules 1 through 3 hereto, and the right to recover for past, present and future infringements or misappropriations thereof and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "*Collateral*"). For the avoidance of doubt, the parties hereto agree and acknowledge that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under the applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Securing Party under the Security Agreement, as evidenced by this IP Security Agreement, secures the payment of all Secured Obligations of such Securing Party now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Securing Party authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to the terms of the Security Agreement. Each Securing Party does hereby acknowledge and confirm that the grant of the security interest referenced herein to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

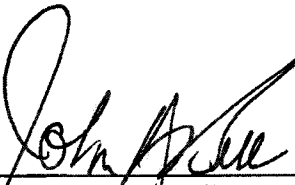
SECTION 6. Termination of Security Interest. Pursuant to Section 5.12 of the Security Agreement, upon the payment in full of the Secured Obligations, as more fully set forth therein, this IP Security Agreement shall terminate, and the Administrative Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the respective Securing Party. All rights of the Administrative Agent in the Collateral shall revert to the Securing Party without delivery of any instrument or performance of any act by any party. The Administrative Agent shall also execute and deliver to the respective Securing Party upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the respective Securing Party to effect the termination and release of the Liens on the Collateral.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

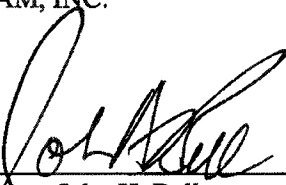
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

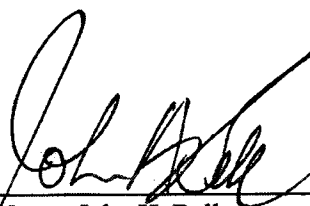
CINRAM (U.S.) HOLDING'S INC.

By: 
Name: John H. Bell
Title: Vice President

CINRAM, INC.

By: 
Name: John H. Bell
Title: Vice President and Treasurer

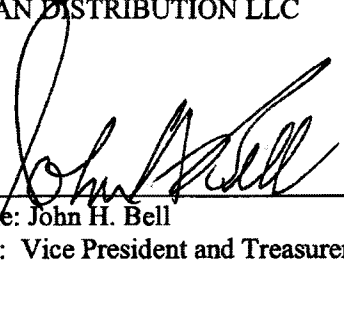
CINRAM INTERNATIONAL INC.

By: 
Name: John H. Bell
Title: Chief Financial Officer

Signature Page to Second Lien Intellectual Property Security Agreement

GUARANTORS

CINRAM WIRELESS LLC
CINRAM MANUFACTURING LLC
IHC CORPORATION
VISION INFORMATION LOGISTICS LLC
CINRAM 886 LLC
ONE K STUDIOS, LLC
CINRAM DISTRIBUTION LLC
DITAN DISTRIBUTION LLC

By: 
Name: John H. Bell
Title: Vice President and Treasurer

Schedule 1**LIST OF PATENTS AND PATENT APPLICATIONS**Cinram International Inc.

Title	Country	Patent No. / Granted	Serial No. / Filed	Status
Apparatus and method for electroplating	U.S.	5427674 19950627	9384543 19930628	Granted
Apparatus and method for electroplating	U.S.	5244563 19930914	92838556 19920219	Granted
Method and apparatus for protecting against copying of content recorded on optical recording media	U.S.	20060023598 20060202	10/903099 20040730	Pending

**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

Cinram International Inc.

Trademark	Reg. No./Date	APP. No./Filed	Status
CINRAM	2,224,909 19990223	75-136,887 19960719	Registered
CINRAM	2,224,908 19990223	75-136,880 19960719	Registered
CINRAM & design		77/806,166 20090817	Pending

IHC Corporation

Trademark	Reg. No. / Date	App. No. / Filed	Status
IVY HILL	1,707,281 19920811	74-139,202 19910214	Registered

Ditan Distribution LLC

Trademark	Reg. No. / Date	App. No. / Filed	Status
DITAN	N/A	85095960	Pending

Cinram Wireless LLC

Trademark	Reg. No. / Date	App. No. / Filed	Status
GRIP FLIX	N/A	85019318	Pending

Cinram Distribution LLC

Trademark	Reg. No. / Date	App. No. / Filed	Status
CINRAM GAMES	March 9, 2011	85/262,186	Pending

**LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND
APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

COPYRIGHTSCinram, Inc.

Copyright	Reg. No./Date	Status
Introduction to ISO9660	TX3701242 19931227	Registered
Compact disc terminology	TX3781250 19931227	Registered
Compact disc terminology	TX497708 19911122	Registered
DMI interactive gallery	PA726119 1940411	Registered
Integrating mixed-mode CD ROM	TX5133353 19920330	Registered
Clud indee	PA718691 19951019	Registered
Club IN 3	TX4187046 19960207	Registered
Myriad multimedia music magazine	PA765801 19950918	Registered
Compact disc terminology	TXu513336 19920330	Registered
An overview of multimedia CD-Rom production	TXu513334 19920330	Registered

IHC Corporation

Copyright	Reg. No./Date	Status
Ivy Hill electronic job ticket	TXu1111802 20020502	Registered
Measuring print characteristics	TXu573080 19930212	Registered
Measuring print characteristics	TXu573080 19930212	Registered

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