

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Cinram Group, Inc.	09/07/2012
Cinram Can Holdings, Inc.	09/07/2012

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. as Administrative Agent
Street Address:	3 Park Place, 9th Floor
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614

PROPERTY NUMBERS Total: 23

Property Type	Number
Application Number:	08084543
Application Number:	07838556
Application Number:	11136229
Application Number:	10903099
Application Number:	10988302
Application Number:	10987768
Application Number:	12718889
Application Number:	11095903
Application Number:	13022094
Application Number:	11042893
Application Number:	11057941
Application Number:	11301312
Application Number:	12567886
Application Number:	11176774

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Application Number:	11181156
Application Number:	11197904
Application Number:	11259487
Application Number:	11284687
Application Number:	12696878
Application Number:	11715249
Application Number:	11938572
Application Number:	11705682
Application Number:	11936625

CORRESPONDENCE DATA

Fax Number: 2027393001
Phone: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-05-0491
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NAME OF SUBMITTER:	Jennifer C. Evans
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Total Attachments: 9
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 7th day of September, 2012, by and among **CINRAM GROUP, INC.**, a Delaware corporation, **CINRAM CAN HOLDINGS, INC.**, a Delaware corporation, (collectively, the "Grantors", and each individually, a "Grantor") and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Cinram Group, Inc., a Delaware corporation, as U.S. Borrower, Cinram Canada Operations ULC, an entity organized under the laws of British Columbia, as Canadian Borrower (collectively, the "Borrowers", and each individually, a "Borrower"), the other Loan Parties party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders") and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Licenses of Patents to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any License of Patents.

Notwithstanding anything contained in this Patent Security Agreement to the contrary, the term "Patent Collateral" shall not include, and this Patent Security Agreement shall not, at any time, constitute an assignment of, or a grant of a security interest in, any property that is, at such time, any Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Administrative Agent, the Lenders or any of them whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patent application or issued Patent or become entitled to the benefit of any Patent application or Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Patent or Patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full

in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. **CHOICE OF LAW.** THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

10. **WAIVER OF JURY TRIAL.** EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS PATENT SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CINRAM GROUP, INC.,
a Delaware corporation

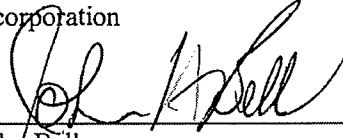
By: 

Name: John Bell

Title: Chief Financial Officer

[Signature page to Patent Security Agreement]

CINRAM CAN HOLDINGS, INC.,
a Delaware corporation

By: 
Name: John Bell
Title: Chief Financial Officer

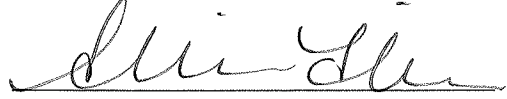
[Signature page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

JPMORGAN CHASE BANK, N.A.

By:



Name: Annaliese X. Fisher

Title: Authorized Officer

[Signature page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Cinram Group, Inc.

Title	Appl. No.	Filed	Patent/Publ. No. Status
APPARATUS AND METHOD FOR ELECTROPLATING	08/084,543	Sept. 14, 1993	5,427,674
APPARATUS AND METHOD FOR ELECTROPLATING	07/838,556	Sept. 14, 1993	5,244,563
APPARATUS AND METHOD FOR FORMING REFLECTIVE LAYER OF OPTICAL DISC	11/136,229	May 24, 2005	2006/0270080A1 7,978,583
METHOD AND APPARATUS FOR PROTECTING AGAINST COPYING OF CONTENT RECORDED ON OPTICAL RECORDING MEDIA	10/903,099	July 30, 2004	2006/0023598A1
APPARATUS AND METHOD FOR MINIMIZING REGISTRATION ERRORS WHEN MOUNTING PLATE CYLINDERS IN AN OPTICAL DISC PRINTING SYSTEM	10/988,302	Nov. 12, 2004	7,325,287
SECURE OPTICAL MEDIA STORAGE	10/987,768	Nov. 12, 2004	2006/0104190A1 8,151,366
SECURE OPTICAL MEDIA STORAGE	12/718,889 (div. of 10/987,768)	March 5, 2010	
OPTICAL DISC WITH TEXTURED EDGE	11/095,903	March 31, 2005	2006/0222808A1 7,906,194
OPTICAL DISC WITH TEXTURED EDGE	13/022,094	February 7, 2011	2011/0171416A1
IMPROVED APPARATUS FOR MULTILEVEL OPTICAL RECORDING	11/042,893	Jan. 25, 2005	2006/0165419A1
PROCESS FOR ENHANCING DYE POLYMER RECORDING YIELDS BY PRE-SCANNING COATED SUBSTRATE FOR DEFECTS	11/057,941	Feb. 15, 2005	2006/0181706A1

Title	Appl. No.	Filed	Patent/Publ. No. Status
TECHNIQUES FOR FORMING BURST CUTTING AREA MARK (Title used in Non-Provisional application)	11/301,312 (60/687,101)	Dec. 12, 2005 (June 3, 2005)	2006/0274617A1
TECHNIQUES FOR FORMING BURST CUTTING AREA MARK (Title used in parent Non-Provisional application)	12/567,886 (div of 11/301,312)	Sept. 28, 2009	8,147,729
IMPROVED APPARATUS AND METHOD FOR DETECTING LASER DROPOUT	11/176,774	July 7, 2005	7,535,806
BONDED PRE-RECORDED AND RECORDABLE OPTICAL DISC	11/181,156	July 14, 2005	7,564,771
APPARATUS AND METHOD FOR IMPROVING PACKAGING FLOW	11/197,904	Aug. 5, 2005	7,419,045
SPINDLE SLEEVE	11/259,487	Oct. 26, 2005	2007/0090006A1
MULTI-PURPOSE HIGH-DENSITY OPTICAL DISC	11/284,687 (60/733,598)	Nov. 22, 2005 (Nov. 3, 2005)	7,684,309
MULTI-PURPOSE HIGH-DENSITY OPTICAL DISC	12/696,878 (contin. of 11/284,687)	January 29, 2010 (Nov. 22, 2005)	7,986,601
METHOD FOR FORMING LIGHT-TRANSMITTING COVER LAYER FOR OPTICAL RECORDING MEDIUM	11/715,249 (60/781,085)	March 6, 2007 (March 9, 2006)	7,910,191
MULTI-IMAGE DISC MOLDING APPARATUS AND METHOD FOR SMALL FORM FACTOR DISC REPLICATION	11/938,572 (60/860,556; 60/928,837)	Nov. 12, 2007 (Nov. 21, 2006; May 11, 2007)	
APPARATUS AND METHOD FOR SEPARATING TOPMOST DISC-LIKE OBJECT FROM A STACK	11/705,682	Feb. 13, 2007	7,637,713
METHOD AND APPARATUS FOR SEPARATING DUMMY DISC FROM MULTI-LAYER SUBSTRATE FOR OPTICAL STORAGE MEDIUM	11/936,625 (60/860,286)	Nov. 7, 2007 (Nov. 20, 2006)	7,946,015

Title	Appl. No.	Filed	Patent/Publ. No. Status
HIGH-DENSITY OPTICAL RECORDING MEDIA AND METHOD FOR MAKING SAME	11/726,968	March 22, 2007	7,986,611
RECORDING MEDIA WITH FEATURES TO RENDER MEDIA UNREADABLE AND METHOD AND APPARATUS FOR REPLICATION OF SAID MEDIA	12/126,667 (60/931,849)	May 23, 2008 (May 25, 2007)	8,031,580
MANUFACTURING OF OPTICAL RECORDING MEDIA	61/316,055	March 22, 2010	
DUAL SIDED OPTICAL STORAGE MEDIA AND METHOD FOR MAKING SAME	(61/249,949) 12/896,344	October 8, 2009 October 1, 2010	
CONTROLLING ACCESS TO DIGITAL CONTENT	(61/260,499) 12/945,320	Nov. 12, 2009 Nov. 12, 2010	
TIMELINE MARKS FOR DIGITAL MEDIA	(61/309,212) 13/028,709	March 1, 2010 Feb. 6, 2011	
CONTENT UNLOCKING	(61/290,052) 12/978,299	December 24, 2009 Dec. 23, 2010	
OPTICAL RECORDING MEDIUM AND BCA RECORDING METHOD AND APPARATUS	(61/331,250) 13/100,513	May 4, 2010 May 4, 2011	
MEDIA REPLICATION METHOD & COPY PROTECTION METHOD & APPARATUSES THEREFOR	(61/362,215) 13/100,653	July 7, 2010 May 4, 2011	
REPRODUCTION METHOD FOR AUDIOVISUAL CONTENT	61/621,688	April 9, 2012	
METHODS, APPARATUS AND RECORDING MEDIUM FOR SELECTIVE ACCESS TO CONTENT	61/500,839	June 24, 2011	