

04-16-2002

4.10.02

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Pat.		102058595	
1. Name of conveying party(ies): <u>Artisan Pictures, Inc</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>J.P. Morgan Chase Bank</u> Internal _____ Address: _____ Street Address: <u>1166 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New York (1st party)</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>April 10, 2002</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/090, 284 and others</u> B. Trademark Registration No.(s) <u>2027169 and others</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Artisan Pictures</u> Internal Address: <u>101 Park Avenue</u> <u>MORGAN LEWIS & BOCKIUS LLP</u> Street Address: <u>101 PARK AVENUE</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>		6. Total number of applications and registrations involved: <u>31</u> 7. Total fee (37 CFR 3.41).....\$ _____ <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>Morgan Lewis</u> <u>[Signature]</u> <u>4/10/02</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/>			

04/16/2002 LMBELLER 0000058 76090284

01 FC:481
02 FC:482

40.00 OP
750.00 OP

SEP 28 '01 14:08

2024 TRADEMARK PAGE.02

REEL: 002484 FRAME: 0552

LIST OF ADDITIONAL CONVEYING PARTIES

ARTISAN PICTURES INC.
ARTISAN DIGITAL MEDIA INC.
ARTISAN ENTERTAINMENT INC.
ARTISAN HOME ENTERTAINMENT INC.
ARTISAN MUSIC INC.
ARTISAN PROPERTIES INC.
ARTISAN RELEASING INC.
ARTISAN TELEVISION INC.
BE MINE PRODUCTIONS, INC.
BL DISTRIBUTION CORP.
BONES PRODUCTIONS INC.
EZ FLIX INC.
EZ FLIX PRODUCTIONS INC.
FUSION PRODUCTIONS INC.
HEATWAVE PRODUCTIONS, INC.
I AM I INC.
LANDSCAPE ENTERTAINMENT CORP.
LANDSCAPE FILMS INC.
LANDSCAPE HOLDINGS INC.
LANDSCAPE INTERACTIVE INC.
LANDSCAPE INTERACTIVE WEB DESIGN INC.
LANDSCAPE PRODUCTIONS INC.
LANDSCAPE TELEVISION INC.
SILENT DEVELOPMENT CORP.
VESTRON INC.
FILM HOLDINGS CO.

LIST OF RECEIVING PARTIES

JPMorgan Chase Bank
Attn: Garrett J. Verdone
1166 Avenue of the Americas
Floor 17
New York, NY 10036
Corporation – New York

Artisan Film Investors LLC
2700 Colorado Avenue
2nd Floor
Santa Monica, CA 90404
Limited Liability Company - Delaware

SCHEDULE

SERIAL NUMBER

76/090284
75/465124
75/556169
75/741963
76/090285
75/798397
75/792403
76/274872
76/201032
75/808489
75/792402
75/980670
76/187473
75/767807
75/789527
75/789529
75/742724
75/789528
76/274872

REGISTRATION NUMBER

2379813
2027169
1334784
2521165
2521166
1241884
2177758
2522326
2483785
2497167
1795315
2545706

ARTISAN ENTITIES TRADEMARK SECURITY AGREEMENT

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

WHEREAS, ARTISAN PICTURES INC., a Delaware corporation (the "Pledgor"), and the Affiliates of the Pledgor listed on the signature pages hereto (collectively the "Pledgors") now own or hold and may hereafter 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 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;

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of April 4, 2002 (as the same may be amended, modified or otherwise supplemented from time to time, the "Credit Agreement"), among Artisan Film Investors LLC ("AFI II"), the Lenders named therein (the "Lenders") and JPMorgan Chase Bank, as Administrative Agent (the "Agent"), the Lenders have agreed to make loans to AFI II;

WHEREAS, pursuant to that certain Sponsor Agreement dated as of April 4, 2002 (as the same may be amended, modified or otherwise supplemented from time to time, the "Sponsor Agreement") among the Pledgors, AFI II and the Agent, the Pledgors have agreed to certain obligations to the Lenders (the "Secured Obligations");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor does, as security for the Secured Obligations, hereby grant to each of AFI II and the Agent (for the benefit of itself and the Lenders) 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 or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(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 of the Pledgors agrees to deliver updated copies of Schedule A and Schedule B to the 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 satisfactory to the Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the 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 Agent for the benefit of itself and the Lenders under the Credit Agreement and this Trademark Security Agreement, in the Trademark Collateral or any portion thereof.

Each of the Pledgors agrees that if any person, firm, corporation or other entity shall do or perform any acts which the Agent believes constitute an infringement of any Trademark, or violate or infringe any right of such Pledgor or the Lenders or Agent therein or if any person, firm, corporation or other entity shall do or perform any acts which the Agent believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon 30 days' prior written notice to such Pledgor while an Event of Default (as defined in the Credit Agreement) is continuing, the Agent may and shall have the right to take such steps and institute such suits or proceedings as the Agent may deem advisable or necessary to prevent such acts and 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. The Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Agent hereby agrees to give such Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Agent pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to the Agent (for the benefit of itself and the Lenders) pursuant to the Credit Agreement. Each Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Agent (for the benefit of itself and the Lender) with respect to the security interest in the Trademark Collateral 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 of the Secured Obligations have been indefeasibly repaid in full and all the Commitments under the Credit Agreement shall have terminated, the Agent (on behalf of itself and the Lenders), shall execute and deliver to the Pledgors, at Borrower's or the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest

of the Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Agent pursuant to the terms hereof or of the Credit Agreement.

The Agent (on behalf of itself and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default (such term being used herein as defined in the Credit Agreement) and the Agent gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, each Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of April 3, 2002 by its officers thereunto duly authorized.

ARTISAN PICTURES INC.
ARTISAN DIGITAL MEDIA INC.
ARTISAN ENTERTAINMENT INC.
ARTISAN HOME ENTERTAINMENT INC.
ARTISAN MUSIC INC.
ARTISAN PROPERTIES INC.
ARTISAN RELEASING INC.
ARTISAN TELEVISION INC.
BE MINE PRODUCTIONS, INC.
BL DISTRIBUTION CORP.
BONES PRODUCTIONS INC.
EZ FLIX INC.
EZ FLIX PRODUCTIONS INC.
FUSION PRODUCTIONS INC.
HEATWAVE PRODUCTIONS, INC.
IAM I INC.
LANDSCAPE ENTERTAINMENT CORP.
LANDSCAPE FILMS INC.
LANDSCAPE HOLDINGS INC.
LANDSCAPE INTERACTIVE INC.
LANDSCAPE INTERACTIVE WEB DESIGN
INC.
LANDSCAPE PRODUCTIONS INC.
LANDSCAPE TELEVISION INC.
SILENT DEVELOPMENT CORP.
VESTRON INC.

By _____
Name:
Title: Authorized Signatory for
each of the foregoing

FILM HOLDINGS CO.

By _____
Name: Marc B. Wolpaw
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of April 4, 2002 by its officers thereunto duly authorized.

ARTISAN PICTURES INC.
ARTISAN DIGITAL MEDIA INC.
ARTISAN ENTERTAINMENT INC.
ARTISAN HOME ENTERTAINMENT INC.
ARTISAN MUSIC INC.
ARTISAN PROPERTIES INC.
ARTISAN RELEASING INC.
ARTISAN TELEVISION INC.
BE MINE PRODUCTIONS, INC.
BL DISTRIBUTION CORP.
BONES PRODUCTIONS INC.
EZ FLIX INC.
EZ FLIX PRODUCTIONS INC.
FUSION PRODUCTIONS INC.
HEATWAVE PRODUCTIONS, INC.
I AM I INC.
LANDSCAPE ENTERTAINMENT CORP.
LANDSCAPE FILMS INC.
LANDSCAPE HOLDINGS INC.
LANDSCAPE INTERACTIVE INC.
LANDSCAPE INTERACTIVE WEB DESIGN
INC.
LANDSCAPE PRODUCTIONS INC.
LANDSCAPE TELEVISION INC.
SILENT DEVELOPMENT CORP.
VESTRON INC.

By



Name: Ken Schapiro
Title: Authorized Signatory for
each of the foregoing

FILM HOLDINGS CO.

By _____

Name:
Title:

Accepted:

ARTISAN FILM INVESTORS LLC

By: Artisan Film Investors Trust, its
Managing Member

By: Artisan Pictures, Inc. as Designee

By _____

Name:

Ken Schapiro

Title:

Authorized Designee

JPMORGAN CHASE BANK, as Agent

By _____

Name:

Title:

Accepted:

ARTISAN FILM INVESTORS LLC

By: Artisan Film Investors Trust, its
Managing Member

By: Artisan Pictures, Inc. as Designee

By _____

Name:

Title:

JPMORGAN CHASE BANK, as Agent

By  _____

Name:

Title:

STATE OF Massachusetts)

:SS.:

COUNTY OF Suffolk)

On the 3 day of April, in the year 2002, before me personally came Marc B. Wolpon, to me known, who, being by me sworn, did say that s/he is an authorized signatory of the corporation known as Film Holdings Co., which corporation executed the above instrument, and that s/he signed his/her name by order of the Board of Directors of said corporation.

Lori A. Cardarelli

Notary Public Lori A. Cardarelli

November 17, 2006

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES } ss.

On April 4, 2002, before me, DEBRA D. HAFFNER, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared KEN SCHAPIRO
Name(s) of Signer(s)

Personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Debra D. Haffner
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: [Signature]

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

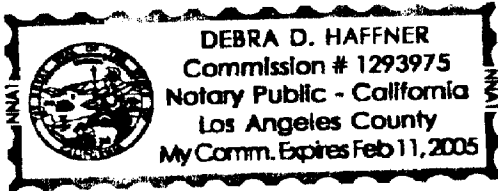
State of California }
County of LOS ANGELES } ss.

On April 4, 2002, before me, DEBRA D. HAFFNER, Notary Public,
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared KEN SCHAPIRO
Name(s) of Signer(s)

personally known to me
proved to me on the basis of satisfactory evidence

to be the person(~~e~~) 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Debra D. Haffner
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: [Signature]

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Description of Goods</u>
----------------	--------------	----------------------------	-----------------------------	------------------------------	------------------	-----------------------------

TRADEMARK LICENSES

NY/1407954.1