

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Summit Entertainment, LLC		03/08/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	1999 Avenue of the Stars, 27th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: United States: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2350427	SUMMIT ENTERTAINMENT
Registration Number:	2350426	SUMMIT ENTERTAINMENT
Registration Number:	2097426	SUMMIT ENTERTAINMENT
Registration Number:	2097423	SUMMIT ENTERTAINMENT
Registration Number:	3067030	SUMMIT PRODUCTIONS
Registration Number:	3589997	SUMMIT ENTERTAINMENT
Registration Number:	3719236	SUMMIT ENTERTAINMENT
Registration Number:	3756560	TWILIGHT
Registration Number:	3867985	TWILIGHT
Registration Number:	3861517	TWILIGHT
Registration Number:	3733348	SUMMIT ENTERTAINMENT
Registration Number:	3756889	SUMMIT ENTERTAINMENT
Registration Number:	3783356	TEAM JACOB
Registration Number:	3888540	CULLEN

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Registration Number:	3854683	VOLTURI
Registration Number:	3874392	V
Registration Number:	3874393	V
Registration Number:	3874394	V
Registration Number:	3874395	V
Registration Number:	3880922	V
Registration Number:	3874598	VOLTURI
Registration Number:	3793131	TWILIGHT TRACKER
Registration Number:	3795792	NEW MOON
Registration Number:	3817079	TWILIGHT
Registration Number:	3884385	TWILIGHT
Registration Number:	3884386	TWILIGHT
Registration Number:	3878167	VOLTURI
Registration Number:	3875016	CULLEN
Serial Number:	77758899	VOLTURI
Serial Number:	85185130	NOX TWILIGHT
Serial Number:	85185159	TWILIGHT BEAUTY

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-SUMMIT
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	03/09/2011

Total Attachments: 10

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**TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

Dated as of March 8, 2011

WHEREAS, Summit Entertainment, LLC (the "Borrower") and the other Credit Parties referred to in the Credit Agreement defined below and party hereto (together with the Borrower, each a "Grantor" and collectively the "Grantors") now own or hold and may hereafter adopt, 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 filed 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, or any state 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 hereafter adopted, acquired or held by a Grantor;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement dated as of March 8, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), among the Borrower, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower, and the Issuing Bank has agreed to issue, and the Revolving Credit Facility Lenders have agreed to participate in, letters of credit for the accounts of the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Grantor, including, without limitation, all right, title and interest of such Grantor in, to and under all of such Grantor's Trademarks and Trademark licenses, whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be; and

WHEREAS, the Administrative Agent and the Grantors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now or hereafter owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor:

- (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;¹
- (ii) each Trademark license, in which any such Grantor is a licensee, 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 any such Grantor 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;

provided, however, no security interest shall be deemed granted in any U.S. trademark application filed, in whole or in part, on an intent to use the subject trademark ("ITU Application"), for which an Amendment to Allege Use or Statement of Use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c). Notwithstanding the foregoing, ITU Applications shall be included in the Trademark Collateral after an Amendment to Allege Use or a Statement of Use has been filed, and has been deemed in conformance with 15 U.S.C. § 1051(a) or (c), respectively, and accepted by the U.S. Patent & Trademark Office. For the avoidance of doubt, the Trademark Collateral shall include, with respect to each Grantor, all of such Grantor's right, title and interest in and to any independent common law rights in the trademarks or service marks that are the subject of the ITU Applications, whether now owned, currently existing or hereafter acquired or created.

Each Grantor agrees that if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an infringement of any Trademark, or violates or infringes any right therein of any such Grantors, the Administrative Agent, or the Lenders, or if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, and in each instance, such act would be material and adverse to such Grantor, the Administrative Agent or the Lenders or any of their respective rights under the Fundamental Documents, then and in any such event (a) if no Event of Default has occurred and is continuing, the Administrative Agent shall provide written notice of such infringing act to the Borrower and if the Borrower or another Credit Party does

¹ Schedule A will not include any applications filed, in whole or in part, on an ITU basis.

not take or commence certain steps, actions or proceedings with respect thereto within thirty (30) days of the Borrower's receipt of such written notice (reducible to ten (10) Business Days upon reasonable request in such notice if a Credit Party is reasonably capable of commencing appropriate steps within such shorter period), or (b) if an Event of Default has occurred and is continuing, then the Administrative Agent may and shall have the right (but shall not be obligated) to take such steps and institute such suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act or 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 hereto; provided, that with respect to the foregoing clause (a), if the Administrative Agent determines at any time that an immediate remedy of any such infringing act is needed to prevent a material loss in Collateral value, the foregoing prior notice and cure period shall be reduced to forty-eight (48) hours. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of any of the Grantors or in the names of the parties jointly. The Administrative Agent hereby agrees to promptly give the Grantors written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of such Grantors agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at its sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. The Grantors and the Administrative Agent hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) 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 Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to the Grantors, at the Grantors' request and 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 Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents executed by the Grantors, the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE

LAWS OF THE STATE OF NEW YORK WHICH ARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any of the Grantors (including their respective successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor a party hereto has caused this Trademark Security Agreement to be duly executed by its respective duly Authorized Officer as of the date first set forth above.

GRANTORS:

SUMMIT ENTERTAINMENT, LLC

By: 

Name: Ronald E. Hohaus

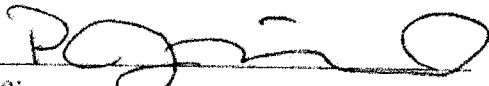
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004495 FRAME: 0843

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: **Patrick J. Minnick**
Title: **Vice President**








Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004495 FRAME: 0844

Schedule A
to Trademark Security Agreement

U.S. REGISTRATIONS AND USE-BASED APPLICATIONS

Ct.	Mark	Class	Serial No./ Reg. No.	Filing Date/ Reg. Date	Applicant / Registrant
1.	SUMMIT ENTERTAINMENT	9	75/157,955 2,350,427	29-Aug-1996 16-May-2000	Summit Entertainment, LLC
2.	SUMMIT ENTERTAINMENT & Design 	9	75/157,777 2,350,426	29-Aug-1996 16-May-2000	Summit Entertainment, LLC
3.	SUMMIT ENTERTAINMENT	41	75/157951 2,097,426	29-Aug-1996 16-Sep-1997	Summit Entertainment, LLC
4.	SUMMIT ENTERTAINMENT & Design 	41	75/157,733 2,097,423	29-Aug-1996 16-Sep-1997	Summit Entertainment, LLC
5.	SUMMIT PRODUCTIONS	41	76/447,738 3,067,030	02-Sep-2002 14-Mar-2006	Summit Entertainment, LLC
6.	SUMMIT ENTERTAINMENT & Design 	41	77/387,623 3,589,997	07-Mar-1996 07-Mar-1996	Summit Entertainment, LLC
7.	SUMMIT ENTERTAINMENT & Design 	9	77/387,377 3,719,236	03-Feb-2008 01-Dec-2009	Summit Entertainment, LLC
8.	TWILIGHT	41, 45	77/511,175 3,756,560	30-Jun-2008 09-Mar-2010	Summit Entertainment, LLC
9.	TWILIGHT	26	77/511,117 3,867,985	30-Jun-2008 26-Oct-2010	Summit Entertainment, LLC
10.	TWILIGHT	5	77/640,049 3,861,517	25-Dec-2008 12-Oct-2010	Summit Entertainment, LLC
11.	SUMMIT ENTERTAINMENT	36, 41	77/610,385 3,733,348	07-Nov-2008 05-Jan-2010	Summit Entertainment, LLC

Ct.	Mark	Class	Serial No./ Reg. No.	Filing Date/ Reg. Date	Applicant / Registrant
12.	SUMMIT ENTERTAINMENT & Design 	36, 41	77/699,314 3,756,889	25-Mar-2009 09-Mar-2010	Summit Entertainment, LLC
13.	TEAM JACOB	20	77/671,090 3,783,356	16-Feb-2009 04-May-2010	Summit Entertainment, LLC
14.	CULLEN & Crest Design (A) 	5	77/737,618 3,888,540	14-May-2009 14-Dec-2010	Summit Entertainment, LLC
15.	VOLTURI	4	77/770,775 3,854,683	30-Jun-2009 28-Sep-2010	Summit Entertainment, LLC
16.	V & Volturi Crest Design 	3	77/771,078 3,874,392	30-Jun-2009 09-Nov-2010	Summit Entertainment, LLC
17.	V & Volturi Crest Design 	4	77/771,083 3,874,393	30-Jun-2009 09-Nov-2010	Summit Entertainment, LLC
18.	V & Volturi Crest Design 	5	77/771,087 3,874,394	30-Jun-2009 09-Nov-2010	Summit Entertainment, LLC
19.	V & Volturi Crest Design 	14	77/771,104 3,874,395	30-Jun-2009 09-Nov-2010	Summit Entertainment, LLC
20.	V & Volturi Crest Design 	26	77/771,128 3,880,922	30-Jun-2009 23-Nov-2010	Summit Entertainment, LLC
21.	VOLTURI	3	77/809,430 3,874,598	20-Aug-2009 09-Nov-2010	Summit Entertainment, LLC
22.	TWILIGHT TRACKER	9	77/874,255 3,793,131	17-Nov-2009 25-May-2010	Summit Entertainment, LLC
23.	NEW MOON	15	77/859,422 3,795,792	28-Oct-2009 01-Jun-2010	Summit Entertainment, LLC

Ct.	Mark	Class	Serial No./ Reg. No.	Filing Date/ Reg. Date	Applicant / Registrant
24.	TWILIGHT (Stylized) 	45	77/852,862 3,817,079	20-Oct-2009 13-Jul-2010	Summit Entertainment, LLC
25.	TWILIGHT	18	77/980,353 3,884,385	26-Jun-2008 30-Nov-2010	Summit Entertainment, LLC
26.	TWILIGHT	9	77/980,354 3,884,386	25-Jun-2008 30-Nov-2010	Summit Entertainment, LLC
27.	VOLTURI	14	77/980,502 3,878,167	30-Jun-2009 16-Nov-2010	Summit Entertainment, LLC
28.	CULLEN & Crest Design (A) 	14	77/980,508 3,875,016	14-May-2009 09-Nov-2010	Summit Entertainment, LLC
29.	LUNA TWILIGHT	3	77/746,864 (pending)	28-May-2009	Summit Entertainment, LLC
30.	VOLTURI	3	77/758,899 (pending)	12-Jun-2009	Summit Entertainment, LLC
31.	NOX TWILIGHT	3	85/185,130 (pending)	24-Nov-2010	Summit Entertainment, LLC
32.	TWILIGHT BEAUTY	35	85/185,159 (pending)	24-Nov-2010	Summit Entertainment, LLC