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		101/13/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent			
Street Address:	2029 Century Park East, 38th Floor			
City:	Los Angeles			
State/Country:	CALIFORNIA			
Postal Code:	90067			
Entity Type:	National Association: United States: UNITED STATES			

PROPERTY NUMBERS Total: 60

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

REEL: 004699 FRAME: 0212

TRADEMARK

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				
Registration Number:	3929237	LUNA TWILIGHT				
Registration Number:	3929312	VOLTURI				
Registration Number:	3966763	ТЕАМ ЈАСОВ				
Registration Number:	3944718	TWILIGHT				
Registration Number:	3948286	TEAM EDWARD				
Registration Number:	3942586	TEAM EDWARD				
Registration Number:	3955865	TEAM EDWARD				
Registration Number:	3942587	TEAM EDWARD				
Registration Number:	3955298	ТЕАМ ЈАСОВ				
Registration Number:	3955866	ТЕАМ ЈАСОВ				
Registration Number:	3964008	ТЕАМ ЈАСОВ				
Registration Number:	3964007	TEAM EDWARD				
Registration Number:	4057040					
Registration Number:	4016125	THE TWILIGHT SAGA				
Registration Number:	4016126	THE TWILIGHT SAGA				
Registration Number:	4012682	THE TWILIGHT SAGA				
Registration Number:	3631075	BELLA'S CHARM BRACELET				
Registration Number:	4078801					
Registration Number:	4078802					
Registration Number:	4072373	NEW MOON				
Registration Number:	4072374	NEW MOON				
II	П	TRADEMARK				

	4070973	TEAM EDWARD
Registration Number:	4079451	THE TWILIGHT SAGA
Registration Number:	4084243	TWILIGHT
Registration Number:	4067513	TWILIGHT
Registration Number:	4063716	TWILIGHT
Serial Number:	85185130	NOX TWILIGHT
Serial Number:	85185159	TWILIGHT BEAUTY
Serial Number:	77737623	CULLEN
Serial Number:	77737590	
Serial Number:	85479492	TWILIGHT
Serial Number:	85476363	TWILIGHT

CORRESPONDENCE DATA

Fax Number: (202)739-3001 Phone: 202-739-5652

Email: chowell@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: 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:	066397-0435		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
Signature:	/Catherine R. Howell/		
Date:	01/17/2012		

Total Attachments: 11

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

Dated as of January 13, 2012

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 January 13, 2012 (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"), the Lenders have agreed to make loans to 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 <u>Schedule A</u> 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

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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. 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

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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]

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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.

GRANTOR:

SUMMIT ENTERTAINMENT, LLC

Name: Wayne Levin

Title: President & Secretary

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as

Administrative Agent

By: \sim Name: \sim

Title:

Signature Page to Trademark Security Agreement

U.S. REGISTRATIONS AND USE-BASED APPLICATIONS

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1.	SUMMIT ENTERTAINMENT	9	75/157,955 2,356,427	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
	SUMMIT				
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 3,786,360	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
12.	SUMMIT ENTERTAINMENT & Design	36, 41	77/699,314 3,786,889	25-Mar-2009 (9-Mar-2010	Summit Entertainment, LLC

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13.	ТЕАМ ЈАСОВ	20	77/671,090 3,783,356	16-Feb-2009 (M-May-2010	Summit Entertainment, LLC
[4.	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	45	77/859,422 3,795,792	28-Oct-2009 01-Jun-2010	Summit Entertainment, LLC
24.	TWILIGHT (Stylized)	45	77/852,862	20-Oct-2009	Summit Entertainment, LLC

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	twilight		3,817,079	13-Jul-2010	
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 3,878,1 <i>6</i> 7	30-Jun-2009 16-Nov-2010	Summit Entertainment, LLC
28.	CULLEN & Crest Design (A)	14	77/980,508 3,875,916	14-May-2009 09-Nov-2010	Summit Entertainment, LLC
29.	LUNA TWILIGHT	3	77/746,864 3,929,237	28-May-2009 08-Mar-2011	Summit Entertainment, LLC
30	VOLTURI	3	77/758,899 3,929,312	12-Jun-2009 08-Mar-2011	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
33.	TEAM JACOB	18	77/671089 3,966,763	16-Feb-2010 24-May-2011	Summit Entertainment, LLC
34.	TWILIGHT	25	77/511.096 3,944,718	30-June-2008 12-Apr-2011	Summit Entertainment, LLC
35.	TEAM EDWARD	3	77/671,075 3,948,286	16-Feb-2009 19-Apr-2011	Summit Entertainment, LLC
36.	TEAM EDWARD	14	<u>77/671,076</u> 3,942,586	16-Feb-2009 12-Apr-2011	Summit Entertainment, LLC
37.	TEAM EDWARD	16	77/981.667 3,955,865	16-Feb-2009 03-May-2011	Summit Entertainment, LLC
38.	TEAM EDWARD	20	<u>77/671,079</u> 3,942,587	16-Feb-2009 12-Apr-2011	Summit Entertainment, LLC
39.	TEAM JACOB	3	<u>77/671.086</u> 3,955,298	16-Feb-2009 03-May-2011	Summit Entertainment, LLC
40.	TEAM JACOB	16	<u>77/981,668</u> 3,935,866	16-Feb-2009 03-May-2011	Summit Entertainment, LLC
41.	TEAM JACOB	26	77/671,094 3,964,008	16-Feb-2009 24-May-2011	Summit Entertainment, LLC
42.	TEAM EDWARD	26	<u>77/671.081</u> 3,964,007	16-Feb-2009 24-May-2011	Summit Entertainment, LLC
43.	MISCELLANEOUS DESIGN (Crest With Trim)	25	77/981,455 4,057,040	15-May-2009 15-Nov-2011	Summit Entertainment, LLC

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44.	THE TWILIGHT SAGA	5	<u>85/279,289</u> 4,016,125	29-Mar-2011 23-Aug-2011	Summit Entertainment, LLC
45.	THE TWILIGHT SAGA	30	<u>85/279,316</u> 4,016,126	29-Mar-2011 23-Aug-2011	Summit Entertainment, LLC
46.	THE TWILIGHT SAGA	45	<u>85/279,320</u> 4,012,682	29-Mar-2011 31-May-2011	Summit Entertainment, LLC
47.	Bella's Charm Bracelet	14	77/603,519/ 3,631,075	29-Oct-2008 02-Jun-2009	Summit Entertainment, LLC
48.	CULLEN & Crest Design	20	77/737,623 (pending)	14-May-2009	Summit Entertainment, LLC
49.	MISCELLANEOUS DESIGN (Crest With Trim)	26	77/737,590 (pending)	14-May-2009	Summit Entertainment, LLC
50.	MISCELLANEOUS DESIGN (Wolfpack Tattoo)	4	85/006,904 4,078,801	06-Apr-2010 03-Jan-2012	Summit Entertainment, LLC
51.	MISCELLANEOUS DESIGN (Wolfpack Tattoo)	6	85/006,906 4,078,802	06-Apr-2010 03-Jan-2012	Summit Entertainment, LLC
52.	NEW MOON	4	77/859,318 4,072,373	28-Oct-2009 20-Dec-2011	Summit Entertainment, LLC
53.	NEW MOON	5	77/859,320	28-Oct-2009	Summit Entertainment, LLC

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			4,672,374	20-Dec-2011	
54.	TEAM EDWARD	25	77/671,494 4,670,973	16-Feb-2009 13-Dec-2011	Summit Entertainment, LLC
55.	THE TWILIGHT SAGA	4	85/279,288 4,079,451	29-Mar-2011 ()3-Jan-2012	Summit Entertainment, LLC
56.	TWILIGHT	9 & 41	77/640,050 4,084,243	25-Dec-2008 10-Jan-2012	Summit Entertainment, LLC
57.	TWILIGHT	16	77/509,417 4,967,513	26-Jun-2008 06-Dec-2011	Summit Entertainment, LLC
58.	TWILIGHT	21	77/640,052 4,063,716	25-Dec-2008 29-Nov-2011	Summit Entertainment, LLC
59.	TWILIGHT (Stylized) twilight	9	85/479,492 (pending)	22-Nov-2011	Summit Entertainment, LLC
60.	TWILIGHT (Stylized) Twilight	11	85/476,363 (pending)	18-Nov-2011	Summit Entertainment, LLC

RECORDED: 01/17/2012