

FORM PTO-1594 (Modified)
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ContentFilm Inc.
A Delaware corporation

Additional names of conveying parties: No

2. Name and address of receiving party(ies):

JP Morgan Chase Bank
Street Address: 270 Park Avenue,
New York, New York 10017

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: New York
- Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: March 26, 2004

Effective Date: March 26, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): 76/976226, 76/235354

B. Trademark Registration No.(s):
2,738,829

Additional Numbers Attached: No

5. Name and address of party to whom correspondence document should be mailed:

Sheryl Orr
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178

Telephone: 212-309-6279
Facsimile: 212-309-6273
E-Mail: sorr@morganlewis.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 C.F.R. § 3.41) \$ 90.00

- Check enclosed.
- Authorized to charge deposit account.

8. Deposit account number:
13-4520

DO NOT USE THIS SPACE

9. Statement and signature

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.

Ellen M. Baker
Name of Person Signing

Ellen M. Baker
Signature

March 30, 2004
Date

Total number of pages including cover sheet, attachments and document: 9

OMB No. 0651-0011 (exp. 4/94)

CH 890 00 134520 76976226

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, ContentFilm Inc., a Delaware corporation ("CFI"), now owns or holds 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 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 of any 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 Guaranty Agreement dated as of March 26, 2004 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among CFI and Winchester Entertainment plc (to be changed to ContentFilm plc) as the Borrowers, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), and J.P. Morgan Europe Limited, as Sterling Agent (the "Sterling Agent"), the Lenders have agreed to make loans and extend other financial accommodations to the Borrowers;

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 26, 2004 between, among others, the Pledgor and the Administrative Agent that was entered into in connection with the Credit Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) a security interest in and to all personal property of the Pledgor, including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgor, 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 that 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 (as such term is defined in the Credit Agreement); and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent, and the Lenders), as security for the Obligations, a continuing security interest in all of the 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 now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgor:

(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 the 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.

The Pledgor agrees to deliver updated copies of Schedules A and B to the Administrative Agent as soon as practicable after the 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 the Pledgor, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative 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 Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent believes constitutes an infringement of any Trademark, or violate or infringe any right of a Pledgor, the Administrative Agent, the Issuing Bank, the Sterling Agent or the Lenders, or if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act and conduct and to

secure damages and other relief by reason thereof, and to generally take such steps as may be advisable, necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by, the Administrative Agent pursuant to this paragraph (provided that the failure to give any such notice shall not affect the validity of any of the same) at the Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) pursuant to the Credit Agreement. The Pledgor and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank, the Sterling Agent and the Lenders) with respect to the security interest 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 Commitments (as defined in the Credit Agreement) under the Credit Agreement have terminated, all Obligations have been indefeasibly fully paid and performed and all Letters of Credit (as defined in the Credit Agreement) have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank, the Sterling Agent and the Lenders) shall execute and deliver to the Pledgor, at the Pledgor's 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 itself, the Issuing Bank, the Sterling Agent and the Lenders) in the Trademark Collateral, subject to any disposition thereof that 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 to which it is a party, the Pledgor 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 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.**

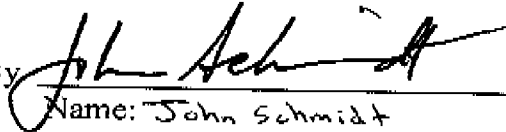
Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. In the event of a conflict between this Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of March 26, 2004.

PLEDGOR:

CONTENTFILM INC.

By 
Name: John Schmidt
Title: President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK,
as Administrative Agent

By 
Name: _____
Title: **ERIC L. GROBERG**
VICE PRESIDENT

Schedule A to Trademark
Security Agreement

TRADEMARKS

Description of Trademark U.S.	Class	Owner/ Registrant	Registration or Application Number	Registration or Application Date	Status
ContentFilm	9	ContentFilm Inc.	76/976,226	3/28/01	Intent to use; Notice of Allowance issued; Statement of Use approved for registration
ContentFilm	38	ContentFilm Inc.	76/235,354	3/28/01	Intent to use; Notice of Allowance issued
ContentFilm	41	ContentFilm Inc.	2,738,829	7/15/03	Registered

Schedule B to Trademark
Security Agreement

TRADEMARK LICENSES

None