

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cinram International Inc.		05/15/2006	CORPORATION: ONTARIO
Cinram, Inc.		05/15/2006	CORPORATION: DELAWARE
Ivy Hill Corporation		05/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. as Administrative Agent
Street Address:	270 Park Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2224909	CINRAM
Registration Number:	2224908	CINRAM
Registration Number:	2518104	CINRAM DIRECT
Registration Number:	1421749	LASERMASTER
Registration Number:	1707281	IVY HILL

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: Oleh.Hereliuk@federalresearch.com
 Correspondent Name: CBC Companies dba Federal Research
 Address Line 1: 1023 Fifteenth Street, NW, Ste 401
 Address Line 2: attn: Oleh Hereliuk
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

TRADEMARK

CH \$140.00 2224909

ATTORNEY DOCKET NUMBER:	358390
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	05/17/2006
Total Attachments: 8 source=358390#page1.tif source=358390#page2.tif source=358390#page3.tif source=358390#page4.tif source=358390#page5.tif source=358390#page6.tif source=358390#page7.tif source=358390#page8.tif	

Additional Conveying Parties

Cinram, Inc. Delaware Corporation

Ivy Hill Corporation Delaware Corporation

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated May 5, 2006, is made by the Persons listed on the signature pages hereof (collectively, the “*Securing Parties*”)¹ in favor of JPMorgan Chase Bank, N.A. (“*JPMCB*”), as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cinram International ULC, a newly formed Nova Scotia unlimited liability company, Cinram International Inc., a corporation organized under the laws of Canada (“*Cinram*”), Cinram, Inc., a corporation organized under the laws of the State of Delaware (“*CIUS*”), Ivy Hill Corporation (“*Ivy Hill*”), a corporation organized under the laws of the State of Delaware, and Cinram (U.S.) Holding’s Inc., a corporation organized under the laws of the State of Delaware (“*CUSH*” and, together with Cinram, CIUS and Ivy Hill, the “*Borrowers*”), the other companies named therein as Guarantors, the financial institutions named therein as Initial Lenders, Credit Suisse Securities (USA) LLC, as Syndication Agent, and JPMCB, as Administrative Agent, have entered into a Credit Agreement dated as of May 5, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and the Security Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement from time to time each Securing Party has executed and delivered that certain Security Agreement dated May 5, 2006 made by the Securing Parties to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Securing Parties have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Securing Parties, and have agreed as a condition thereof to execute this IP Security Agreement for the purposes of recording the grant of the security interest in such intellectual property with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Securing Party agrees as follows:

SECTION 1. Grant of Security. Each Securing Party hereby confirms the grant to the Administrative Agent, for the ratable benefit of the Secured Parties, under the terms of the Security Agreement of a security interest in all of such Securing Party’s right, title and interest in and to the United States patents, patent applications, trademark

¹ Securing Parties party hereto to be updated as applicable.

registrations and applications and copyright registrations as set forth in Schedules 1 through 3 hereto, and the right to recover for past, present and future infringements or misappropriations thereof and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "*Collateral*"). For the avoidance of doubt, the parties hereto agree and acknowledge that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under the applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Securing Party under the Security Agreement, as evidenced by this IP Security Agreement, secures the payment of all Secured Obligations of such Securing Party now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Securing Party authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to the terms of the Security Agreement. Each Securing Party does hereby acknowledge and confirm that the grant of the security interest referenced herein to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Termination of Security Interest. Pursuant to Section 5.12 of the Security Agreement, upon the payment in full of the Secured Obligations, as more fully set forth therein, this IP Security Agreement shall terminate, and the Administrative Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the respective Securing Party. All rights of the Administrative Agent in the Collateral shall revert to the Securing Party without delivery of any instrument or performance of any act by any party. The Administrative Agent shall also execute and deliver to the respective Securing Party upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the respective Securing Party to effect the termination and release of the Liens on the Collateral.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Securing Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Cinram International Inc.

by

Name:

Title:

**Address for Notices:
2255 Markham Road
Scarborough, Ontario, CA
M1B 2W3**

Cinram (U.S.) Holding's Inc.

by

Name:

Title:

**Address for Notices:
1600 Rich Road
Richmond, IN 47374**

Cinram, Inc.

by

Name:

Title:

**Address for Notices:
1600 Rich Road
Richmond, IN 47374**

[2394572]

Cinram LLC

by 

Name:
Title:

**Address for Notices:
1107 West 6th Avenue
Cheyenne, WY 82001**

Cinram Distribution LLC

by 

Name:
Title:

**Address for Notices:
1400 East Lackawanna Avenue
Olyphant, PA 18477**

Cinram Manufacturing LLC

by 

Name:
Title:

**Address for Notices:
1400 East Lackawanna Avenue
Olyphant, PA 18477**

[(296572)]

Giant Merchandising

by 

Name:
Title:

**Address for Notices:
5605-5655
Union Pacific Avenue
Commerces, CA 90022**

Giant Merchandising Inc.

by 

Name:
Title:

**Address for Notices:
1400 East Lackawanna Avenue
Olyphant, PA 18477**

Ivy Hill Corporation

by 

Name:
Title:

**Address for Notices:
619 West 54th Street
New York, NY 10019**

[[2594372]]

SCHEDULE 3
TRADEMARKS

Cinram International Inc.

Trademark	Reg. No. / Date	App. No. / Filed	Status
CINRAM	2,224,909 19990223	75-136,887 19960719	Registered
CINRAM	2,224,908 19990223	75-136,880 19960719	Registered

Cinram, Inc.

Trademark	Reg. No. / Date	App. No. / Filed	Status
CINRAM DIRECT	2,518,104 20011211	75-706,342 19990514	Registered
LASERMASTER	1,421,749 19861223	73-519,414 19850128	Registered

Ivy Hill Corporation

Trademark	Reg. No. / Date	App. No. / Filed	Status
IVY HILL	1,707,281 19920811	74-139,202 19910214	Registered