

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement No. 1 to the Trademark Security Agreement Dated as of December 6, 2002

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alcon Entertainment, LLC		05/09/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1166 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2378099	ALCON ENTERTAINMENT
Registration Number:	2406953	ALCON ENTERTAINMENT
Registration Number:	2739646	ALCON ENTERTAINMENT

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027395723
Email: chimmelfarb@morganlewis.com
Correspondent Name: Carolyn Himmelfarb
Address Line 1: 1111 Pennsylvania Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397.0262
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NAME OF SUBMITTER:	Carolyn Himmelfarb
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CH \$90.00 2378099

Signature:	/Carolyn Himmelfarb/
Date:	05/20/2008
Total Attachments: 8 source=Supplement No 1 Trademark Security Agreement#page1.tif source=Supplement No 1 Trademark Security Agreement#page2.tif source=Supplement No 1 Trademark Security Agreement#page3.tif source=Supplement No 1 Trademark Security Agreement#page4.tif source=Supplement No 1 Trademark Security Agreement#page5.tif source=Supplement No 1 Trademark Security Agreement#page6.tif source=Supplement No 1 Trademark Security Agreement#page7.tif source=Supplement No 1 Trademark Security Agreement#page8.tif	

EXECUTION VERSION

SUPPLEMENT NO. 1
TO THE TRADEMARK SECURITY AGREEMENT
DATED AS OF DECEMBER 6, 2002

WHEREAS, pursuant to the terms of that certain Credit, Security, Guaranty and Pledge Agreement, dated as of December 6, 2002, among Alcon Entertainment, LLC, as borrower (the "Pledgor"), the guarantors referred to therein (the "Guarantors"), the lenders referred to therein (the "Lenders"), and JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank) as administrative agent (in such capacity, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank") (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), the Lenders have agreed to make loans to the Pledgor and the Issuing Bank has agreed to issue Letters of Credit for the account of the Pledgor;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank 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, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in 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 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 (such term being used herein as defined in the Credit Agreement);

WHEREAS, the Pledgor is a party to a Trademark Security Agreement dated as of December 6, 2002 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which the Pledgor has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing 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, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in 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 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; and

WHEREAS, the Pledgor is amending and restating the Credit Agreement on or about the date hereof, and in connection therewith desires to reaffirm the grants of security contained in the Trademark Security Agreement.

THEREFORE,

A. The Pledgor does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in and to all of the Pledgor's right, title and interest (in each case, whether now owned or hereafter acquired) in and to each and every Trademark listed on Schedule A to this Supplement No. 1 and each and every Trademark license listed on Schedule B to this Supplement No. 1, 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, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby amended by restating Schedules A and B thereto with the replacement Schedules A and B, respectively, attached to this Supplement No. 1.

The Pledgor hereby reaffirms the Trademark Security Agreement in its entirety, and confirms that the grant of a security interest in each Trademark and Trademark license under the Trademark Security Agreement remains valid and in full force and effect following the amendment and restatement of the Credit Agreement on or about May 9, 2008.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement No. 1.


Except as expressly supplemented hereby, the Trademark Security Agreement and all documents contemplated thereby are each hereby confirmed and ratified by the Pledgor.

The execution and filing of this Supplement No. 1, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of May [9], 2008.

ALCON ENTERTAINMENT, LLC

By: 
Name: Broderick Johnson
Title: Co President

Accepted:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of May 9, 2008.

ALCON ENTERTAINMENT, LLC

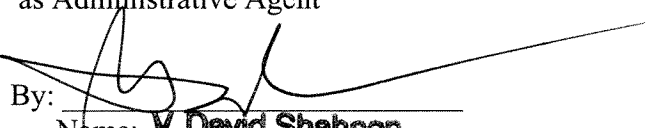
By: _____

Name:

Title:

Accepted:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent



By:

Name: **V. David Shaheen**

Title: **Managing Director**

State of California)
County of Los Angeles)

On 5-9-08 before me, Keith Barten,
DATE NAME, TITLE OF OFFICER

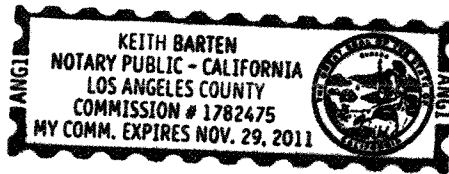
personally appeared Broderick Johnson
NAME(S) OF SIGNER(S)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Keith Barten
Signature of Notary Public



Schedule A to
Supplement No. 1 to the
Trademark Security Agreement

TRADEMARKS

Mark	Filing Basis	Serial Number or Registration Number	Filing Date or Registration Date	Goods/Services	Status
ALCON ENTERTAINMENT (and design)	ITU	Reg. No. 2378099	Reg. 8/15/2000	Entertainment services, namely, motion picture film and television production services, and sound recording production services, in International Class 41.	Registered Active
ALCON ENTERTAINMENT (and design)	ITU	Reg. No. 2406953	Reg. 11/21/2000	Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music, and comedy, in International Class 9.	Registered Active
ALCON ENTERTAINMENT (and design – motion logo)	USE	Serial Number 76/326369	Filed 6/15/99	Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music, comedy and other types of entertainment media, in International Class 9. Entertainment services, namely, motion picture film and television production services, and sound recording production services, in International Class 41.	Registered Active

Schedule B to
Supplement No. 1 to the
Trademark Security Agreement

TRADEMARK LICENSES

None.