

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RHI Entertainment, LLC		06/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as administrative agent
<b>Street Address:</b>	270 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	78805714	RHI ENTERTAINMENT
Serial Number:	78805734	RHI ENTERTAINMENT
Serial Number:	78805755	RHI ENTERTAINMENT
Serial Number:	78805774	RHI ENTERTAINMENT
Serial Number:	78805785	RHI ENTERTAINMENT
Serial Number:	78805801	RHI ENTERTAINMENT
Serial Number:	78805816	RHI ENTERTAINMENT
Serial Number:	78805824	RHI ENTERTAINMENT
Serial Number:	78806219	RHI ENTERTAINMENT
Serial Number:	78806239	RHI ENTERTAINMENT
Serial Number:	78806260	RHI ENTERTAINMENT
Serial Number:	78806301	RHI ENTERTAINMENT
Serial Number:	78806314	RHI ENTERTAINMENT
Serial Number:	78806331	RHI ENTERTAINMENT

CH \$515.00 78805714

Serial Number:	78806346	RHI ENTERTAINMENT
Serial Number:	78806360	RHI ENTERTAINMENT
Serial Number:	78847448	FINLEY THE FIRE ENGINE
Serial Number:	78847941	FINLEY THE FIRE ENGINE
Serial Number:	77453139	THIS IS AN RHI MOMENT
Serial Number:	77453172	THIS IS AN RHI MOMENT

**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 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0400
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	10/30/2008

**Total Attachments: 14**  
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**EXECUTION VERSION**

“Second Lien”

**TRADEMARK SECURITY AGREEMENT**

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

WHEREAS, RHI Entertainment, LLC, a Delaware limited liability company (the “Borrower”) and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the “Pledgors”, and individually as a “Pledgor”), 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 in connection therewith (other than any “intent to use” trademark or service mark applications for which a statement of use has not been filed), 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, Security, Guaranty and Pledge Agreement, dated as of June 23, 2008 (as the same may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among the Pledgors, the Lenders referred to therein (the “Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (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, the Pledgors have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to substantially all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ 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 possession of the Pledgors, 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 in accordance with the terms of the Credit Agreement; and

WHEREAS, the Administrative Agent and the Pledgors 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 pursuant to the terms of the Credit Agreement.

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

(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, to the extent the grant of a Lien in such Trademark license would not (subject to limitations set forth under the Credit Agreement with respect to the aggregate receivables relating thereto) constitute or result in a breach, termination or default thereunder or otherwise be prohibited under Applicable Law; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors 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 Pledgors agree to deliver updated copies of Schedule A in accordance with the terms of the Credit Agreement to the Administrative Agent within sixty (60) days after any Pledgor acquires any material U.S. or foreign trademark, service mark, trade name or service name 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 Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable 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 and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof; provided, that registration shall only be required for foreign trademarks, services marks, trade names or service names upon the reasonable request of the Administrative Agent after consultation with the Borrower if, in the reasonable judgment of the Administrative Agent, such foreign registration is necessary in order to perfect its security interest in the related distribution rights.

Subject to the Intercreditor Agreement, if an Event of Default has occurred and is continuing, the Pledgors agree that if any Person shall do or perform any act(s) which the

Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, 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(s) and/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. Subject to the Intercreditor Agreement, the Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to reasonably assist the Administrative Agent with any reasonable steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself 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 under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of itself and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' 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 and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been properly 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 Pledgors 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.**

This 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

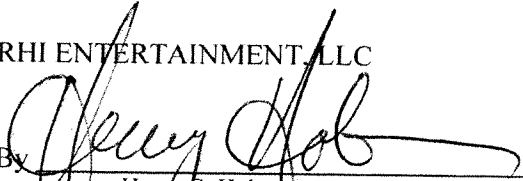
original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

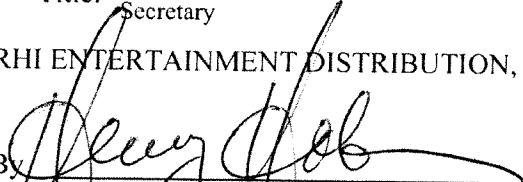
[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of June 23, 2008.

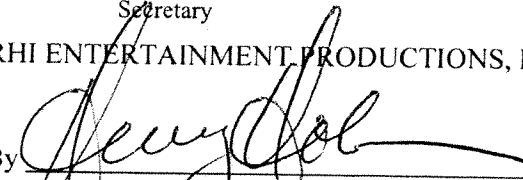
RHI ENTERTAINMENT, LLC

By   
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By   
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT PRODUCTIONS, LLC

By   
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI INTERNATIONAL DISTRIBUTION, INC.

By \_\_\_\_\_  
Name: Peter von Gal  
Title: President

*Signature Page to Trademark Security Agreement – Second Lien*

**TRADEMARK  
REEL: 003880 FRAME: 0612**

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of June 23, 2008.

RHI ENTERTAINMENT, LLC

By \_\_\_\_\_  
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By \_\_\_\_\_  
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI ENTERTAINMENT PRODUCTIONS, LLC

By \_\_\_\_\_  
Name: Henry S. Hoberman  
Title: Executive Vice President, General Counsel and Secretary

RHI INTERNATIONAL DISTRIBUTION, INC.

By \_\_\_\_\_  
Name: Peter von Gal  
Title: President

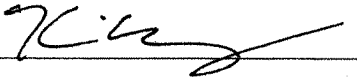
*Signature Page to Trademark Security Agreement – Second Lien*

**TRADEMARK**  
**REEL: 003880 FRAME: 0613**



Accepted:

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

By: 

Name:

Title:

Kin W. Cheng  
Vice President

*Signature Page to Trademark Security Agreement – Second Lien*

**TRADEMARK**  
**REEL: 003880 FRAME: 0614**

STATE OF New York )  
 : ss.:  
COUNTY OF Rockland )

On this the 21 day of June, 2008, before me, Jeffrey Kohn,  
the undersigned Notary Public, personally appeared Henry Hobbsman,

[ ] personally known to me,

[  ] proved to me on the basis of satisfactory evidence, to be the Authorized Officer  
of the company known as RHI ENTERTAINMENT, LLC (the "Company") who executed the  
foregoing instrument on behalf of the Company and acknowledged that the Company executed it  
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

JEFFREY KOHN  
Notary Public, State of **New York**  
No. 01K06138975  
Qualified in New York County  
Commission Expires December 17, 20 10

Jeffrey Kohn  
Notary Public

STATE OF New York )  
 : ss.:  
COUNTY OF Rockland )

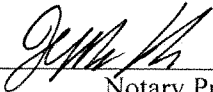
On this the 21 day of June, 2008, before me, Jeffrey Kohn,  
the undersigned Notary Public, personally appeared Henry Haberman,

[ ] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Authorized Officer  
of the company known as RHI ENTERTAINMENT DISTRIBUTION, LLC (the "Company")  
who executed the foregoing instrument on behalf of the Company and acknowledged that the  
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

JEFFREY KOHN  
Notary Public, State of New York  
No. 01KO6139975  
Qualified in New York County  
Commission Expires December 17, 20 10

  
\_\_\_\_\_  
Notary Public

STATE OF New York )  
 : ss.:  
COUNTY OF Rockland )

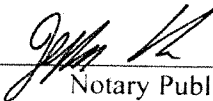
On this the 21 day of June, 2008, before me, Jeffrey Kohn,  
the undersigned Notary Public, personally appeared Henry Hoberman,

[ ] personally known to me,

[o] proved to me on the basis of satisfactory evidence, to be the Authorized Officer  
of the company known as RHI ENTERTAINMENT PRODUCTIONS, LLC (the "Company")  
who executed the foregoing instrument on behalf of the Company and acknowledged that the  
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

JEFFREY KOHN  
Notary Public, State of New York  
No. 01KO6139975  
Qualified in New York County  
Commission Expires December 17, 20 10

  
\_\_\_\_\_  
Notary Public

STATE OF New York )  
: ss.:  
COUNTY OF New York )


On this the 23 day of June, 2008, before me, Jeffrey Kohn,  
the undersigned Notary Public, personally appeared Peter van Hal,

[ ] personally known to me,

[X] proved to me on the basis of satisfactory evidence, to be the Authorized Officer  
of the company known as RHI INTERNATIONAL DISTRIBUTION, INC. (the "Company")  
who executed the foregoing instrument on behalf of the Company and acknowledged that the  
Company executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

**JEFFREY KOHN**  
Notary Public, State of New York  
No. 01KO6139975  
Qualified in New York County  
Commission Expires December 17, 2010

  
\_\_\_\_\_  
Notary Public

TRADEMARKS

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING DATE	TRADEMARK
		78/805714,			
		78/805734,			
		78/805755,			
		78/805774,			
		78/805785,			
	RHI	78/805801,			RHI
	ENTERTAINMENT,	78/805816,			
UNITED STATES	LLC ("RHI")	78/805824	N/A	2/2/2006	ENTERTAINMENT
		78/806219,			
		78/806239,			
		78/806260,			
		78/806301,			
		78/806314,			
		78/806331,			
		78/806346,			
UNITED STATES	RHI	78/806360	N/A	2/3/2006	RHI ENTERTAINMENT & Design
UNITED STATES	RHI	78/847448	N/A	3/28/2006	FINLEY THE FIRE ENGINE
UNITED STATES	RHI	78/847941	N/A	3/28/2006	FINLEY THE FIRE ENGINE & Design
UNITED STATES	RHI	77/453139,	N/A	4/21/2008	THIS IS AN RHI MOMENT
UNITED STATES	RHI	77/453172	N/A		

I-NY/2326695.1

MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI	A0009352, A0009353, A0009354, A0009355, A0009356, A0009357, A0009358, A0009359 A0009379, A0009380, A0009382, A0009383, A0009384, A0009385, A0009386, A0009388	N/A	8/24/2007	RHI ENTERTAINMENT
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN) MADRID	RHI		N/A	8/27/2007	RHI ENTERTAINMENT & Design
PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN) MADRID	RHI	A0009348	N/A	8/24/2007	FINLEY THE FIRE ENGINE
PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI	A0009349	N/A	8/24/2007	FINLEY THE FIRE ENGINE & Design

I-NY/2326695.1

Schedule B  
to Trademark Security Agreement

TRADEMARK LICENSES

**None**