

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blockbuster Inc.		03/01/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BB 2009 Trust		
<b>Street Address:</b>	1100 North Market Street		
<b>Internal Address:</b>	c/o Wilmington Trust Company		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77668481	BLOCKBUSTER EXPRESS	
<b>Serial Number:</b>	77668468	BLOCKBUSTER EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)575-0671		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-790-9200		
<b>Email:</b>	trademark@cll.com		
<b>Correspondent Name:</b>	Arlana S. Cohen		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Cowan, Liebowitz & Latman, P.C.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	27780.000/ASC/GA		
<b>NAME OF SUBMITTER:</b>	Arlana S. Cohen		

OP \$65.00 77668481

Signature:

/Arlana S. Cohen/

Date:

03/04/2009

Total Attachments: 4

source=Assignment.blockbuster#page1.tif

source=Assignment.blockbuster#page2.tif

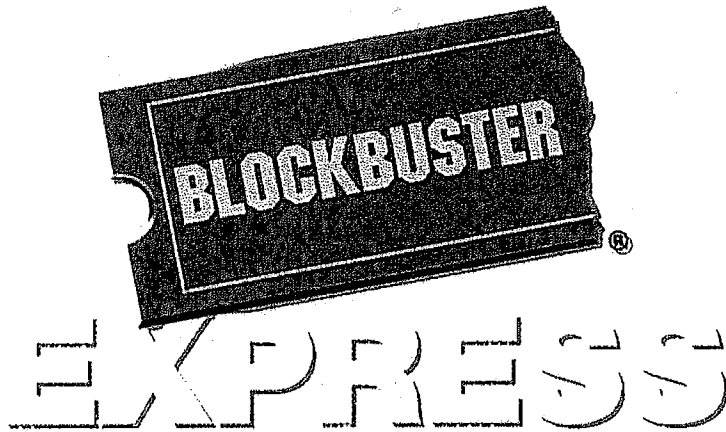
source=Assignment.blockbuster#page3.tif

source=Assignment.blockbuster#page4.tif

SCHEDULE A

The Trademarks

1. BLOCKBUSTER Express



BLOCKBUSTER Express logo standards:

The BLOCKBUSTER and Torn Ticket Logo must be Pantone Matching System (PMS) 286 Blue on coated and uncoated paper or process equivalent with the word EXPRESS in white directly after or below the word BLOCKBUSTER on the torn ticket. The word 'BLOCKBUSTER and the lines surrounding the word must be PMS 123 on coated paper; PMS 122 Gold on uncoated paper or process equivalent, and is to appear with a ragged edge to the right at a 10 degree upwards angle and marked with the (R) a the bottom right corner.

The Legal notice when using any BLOCKBUSTER Express trademark must appear on the packing or labeling for the goods, or on the goods themselves and on any printed material.

BLOCKBUSTER Express name, design and related marks are trademarks of BB 2009 Trust and Blockbuster Inc.

Schedule B - List of U.S. Trademark Applications

Serial Number 77668481

Word Mark BLOCKBUSTER EXPRESS

Goods and Services IC 035. US 100 101 102. G & S: Vending services, namely providing self service facilities featuring DVDs

Serial Number 77668468

BLOCKBUSTER EXPRESS and Design

Goods and Services IC 035. US 100 101 102. G & S: Vending services, namely providing self service facilities featuring DVDs

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment") is effective as of the \_\_\_ of March, 2009, by and between Blockbuster Inc., a Delaware corporation, having a principal place of business at, 1201 Elm Street, Dallas, Texas, 75270 (the "Assignor"), and BB 2009 Trust (the "Assignee").

### RECITALS

WHEREAS, the Assignor has adopted, owns, and is using, and has filed for U.S. Trademark Registrations for, the Trademarks depicted in Schedule A (the "Trademarks") and owns U.S. Trademark applications listed in Schedule B; and

WHEREAS, Assignor has entered into an Alliance Agreement with NCR Corporation ("NCR") that requires, as a mechanism for establishing Assignor's right to payments from NCR, the conveyance of the Trademarks to a trust for the sole purposes of holding title to the Trademarks, granting a license to NCR for the Trademarks, and engaging in such other activities as necessary in furtherance thereof; and

WHEREAS, Assignee desires to acquire rights in the Trademarks; and

WHEREAS, in furtherance of the foregoing, Assignor desires to transfer, assign, convey, deliver, and vest all of its interests and rights in and to the Trademarks to Assignee, and Assignee desires to receive such transfer, assignment, delivery and vesting of the Trademarks to be held in trust.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor, on behalf of itself and its subsidiaries, as of the execution date stated below, hereby transfers, assigns, conveys, delivers, and vests all of its interests and rights in and to the Trademarks, and associated goodwill, to Assignee, its successors and assigns.
2. Assignor hereby agrees, at the reasonable request and expense of Assignee and without demanding any further consideration therefor, to do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Trademarks.
3. Assignor hereby agrees to further transfer, assign, convey, deliver and vest in Assignee all of its interests and rights in or to any modifications or substitutions to the Trademarks.
4. Assignor hereby agrees not to challenge the validity of this Trademark Assignment after execution.
5. The terms and conditions of this Trademark Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

2/27/2009

4:50:04 PM

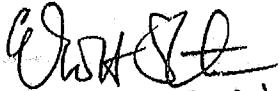
6. Notwithstanding anything contained herein to the contrary, this Trademark Assignment has been executed by Wilmington Trust Company, not in its individual capacity but solely in its capacity as trustee (the "Trustee") of the BB 2009 Trust and in no event shall Wilmington Trust Company in its individual capacity or as Trustee have any liability for the representations, warranties, covenants, agreements or other obligations of the Assignee or any other person hereunder, or under or pursuant to other documents delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Trust. For all purposes of this Assignment, in the performance of any duties or obligations of the Trustee hereunder, the Trustee shall be entitled to the benefits of the terms and provisions of the Trust Agreement of the Assignee.

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed by their respective duly authorized officers or representatives.

Blockbuster Inc.

BB 2009 Trust

By:



ERIC W. PETERSON  
EXECUTIVE VICE PRESIDENT

PJP

By: Wilmington Trust Company, not in its individual capacity, but solely as Trustee

By: \_\_\_\_\_

2/27/2009

4:50:04 PM