

Form PTO-1594 (Rev. 01-09)
IMB Collection 0651-0027 (exp. 02/28/2009)

10-07-2009

DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Director of the U. S. Patent and Trade... or the new address(es) below.

10-7-09

1. Name of conveying party(ies): Blockbuster Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware Corporation</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>USA-Delaware</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>U.S. Bank National Association</u> Internal Address: <u>as Collateral Agent</u> Street Address: <u>60 Livingston Avenue, EP-MN-WS3C</u> City: <u>St. Paul</u> State: <u>MN</u> Country: <u>USA</u> Zip: <u>55107-2292</u> <input checked="" type="checkbox"/> Association Citizenship <u>US</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship <u>German</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>10/01/2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Schedule I B. Trademark Registration No.(s) See Schedule I Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Michael Violet</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>4400 Easton Commons Way, Suite 125</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43219</u> Phone Number: <u>800-713-0728</u> Fax Number: <u>800-516-6304</u> Email Address: <u>michael.violet@wolterskluwer.com</u>		6. Total number of applications and registrations involved: 108	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>2715</u> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: Deposit Account Number <u>10/06/2009 NJANA1 00000030 73752103</u> Authorized <u>01 FC:8521</u> <u>066 FC:4582</u>	
9. Signature: <u>Michael E. Violet</u> Signature MICHAEL E. VIOLET Name of Person Signing		10/02/09 Date Total number of pages including cover sheet, attachments, and document: 13	



48.00 OP
2675.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450






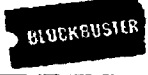


Patents
Blockbuster Inc.




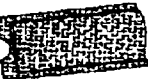




Owner	Title	Application No/ Filing Date	Patent No/ Issue Date
Blockbuster Inc.	SYSTEM AND METHOD FOR PROVISIONING AUDIOVISUAL WORKS	10842147 5/10/2004	Pending
	SYSTEM AND METHOD FOR FULFILLING A MEDIA REQUEST	11133874 5/19/2005	Pending
	SYSTEM AND METHOD FOR PROCESSING MEDIA REQUESTS	11172731 6/30/2005	Pending
	METHOD AND SYSTEM FOR DELIVERING ON DEMAND, INDIVIDUALLY TARGETED PROMOTIONS	8261909 6/15/1994	5459306 10/17/1995
	NETWORK CONFIGURED FOR DELIVERY OF CONTENT FOR DOWNLOAD TO A RECIPIENT	09827481 4/6/2001	7024466 4/4/2006
	SECURE DIGITAL CONTENT LICENSING SYSTEM AND METHOD	09827469 4/6/2001	7155415 12/26/2006
	NETWORK GEO-LOCATION SYSTEM	10704519 1/6/2003	7200658 4/3/2007





**US Federal Trademarks
Blockbuster Inc.**






Owner	Mark	Application No/ Filing Date	Registration No/ Registration Date
Blockbuster Inc.	AMERICA'S FAMILY VIDEO STORE	73752103 9/14/1988	1606783 7/17/1990
Blockbuster Inc.	ANY WAY YOU WANT IT	77694664 3/19/2009	Pending
Blockbuster Inc.	BLOCK BUSTER	73192414 11/7/1978	1131418 2/26/1980
Blockbuster Inc.	BLOCKBUSTER	77453895 4/21/2008	3661761 7/28/2009
Blockbuster Inc.	BLOCKBUSTER	78431836 6/8/2004	2970581 7/19/2005
Blockbuster Inc.	BLOCKBUSTER	74483720 1/28/1994	1868690 12/20/1994
Blockbuster Inc.	BLOCKBUSTER	74452130 10/25/1993	1891727 4/25/1995
Blockbuster Inc.	BLOCKBUSTER	74426588 8/20/1993	1873269 1/10/1995
Blockbuster Inc.	BLOCKBUSTER	74313601 9/14/1992	1771243 5/18/1993
Blockbuster Inc.	BLOCKBUSTER	74235863 1/8/1992	1738553 12/8/1992
Blockbuster Inc.	BLOCKBUSTER	74235862 1/8/1992	1802394 11/2/1993
Blockbuster Inc.	BLOCKBUSTER	73833679 10/25/1989	1601598 6/12/1990
Blockbuster Inc.	BLOCKBUSTER	73684181 9/11/1987	1491589 6/7/1988
Blockbuster Inc.	BLOCKBUSTER ENTERTAINMENT PASS 	76281389 7/6/2001	2915473 1/4/2005
Blockbuster Inc.	BLOCKBUSTER FAVORITES	76231436 3/27/2001	2597577 7/23/2002
Blockbuster Inc.	BLOCKBUSTER FLIP CARD	78424645 5/25/2004	2981073 8/2/2005
Blockbuster Inc.	BLOCKBUSTER GAME PASS	78424632 5/25/2004	2981072 8/2/2005
Blockbuster Inc.	BLOCKBUSTER GAME PASS 	78452615 7/19/2004	2981186 8/2/2005
Blockbuster Inc.	BLOCKBUSTER GIFTCARD	74641274 3/2/1995	2049663 4/1/1997
Blockbuster Inc.	BLOCKBUSTER KIDS	73835048 10/25/1989	1601492 6/12/1990
Blockbuster Inc.	BLOCKBUSTER KIDS	73752100 9/14/1988	1575714 1/2/1990





Owner	Mark	Application No./ Filing Date	Registration No/ Registration Date
Blockbuster Inc.	BLOCKBUSTER KIDS 	74042304 3/23/1990	1652678 7/30/1991
Blockbuster Inc.	BLOCKBUSTER KIDS 	74042303 3/23/1990	1637878 3/12/1991
Blockbuster Inc.	BLOCKBUSTER MEDIA	77355890 12/19/2007	3493765 8/26/2008
Blockbuster Inc.	BLOCKBUSTER MEDIA	77355915 12/19/2007	3493766 8/26/2008
Blockbuster Inc.	BLOCKBUSTER MOVIE PASS	78424626 5/25/2004	2967024 7/12/2005
Blockbuster Inc.	BLOCKBUSTER MOVIE PASS 	78452628 7/19/2004	2967198 7/12/2005
Blockbuster Inc.	BLOCKBUSTER NIGHT	78260428 6/10/2003	2953470 5/17/2005
Blockbuster Inc.	BLOCKBUSTER ONDEMAND	77650037 1/15/2009	3666315 8/11/2009
Blockbuster Inc.	BLOCKBUSTER ONLINE	78394660 4/1/2004	2993353 9/6/2005
Blockbuster Inc.	BLOCKBUSTER PREVIOUSLY PLAYED GAMES 	76128570 9/14/2000	2852330 6/15/2004
Blockbuster Inc.	BLOCKBUSTER REWARDS 	76104432 8/7/2000	2616659 9/10/2002
Blockbuster Inc.	BLOCKBUSTER TOTAL ACCESS 	77037455 11/6/2006	Pending
Blockbuster Inc.	BLOCKBUSTER TOTAL ACCESS	77308278 10/19/2007	Pending
Blockbuster Inc.	BLOCKBUSTER VIDEO	74175657 6/11/1991	1723840 10/13/1992
Blockbuster Inc.	BLOCKBUSTER VIDEO	74175658 6/11/1991	1710127 8/25/1992
Blockbuster Inc.	BLOCKBUSTER VIDEO	74175662 6/11/1991	1736470 12/1/1992
Blockbuster Inc.	BLOCKBUSTER VIDEO	73833677 10/25/1989	1603163 6/19/1990
Blockbuster Inc.	BLOCKBUSTER VIDEO 	74562064 8/17/1994	1962792 3/19/1996
Blockbuster Inc.	BLOCKBUSTER VIDEO 	74363905 3/2/1993	1806588 11/23/1993

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Blockbuster Inc.	BLOCKBUSTER VIDEO 	74175651 6/11/1991	1721375 10/6/1992
Blockbuster Inc.	BLOCKBUSTER VIDEO 	74175654 6/11/1991	1721846 10/6/1992
Blockbuster, Inc.	BLOCKBUSTER VIDEO 	73833741 10/25/1989	1630441 1/1/1991
Blockbuster Inc.	BLOCKBUSTER VIDEO 	73833678 10/25/1989	1601597 6/12/1990
Blockbuster Inc.	BLOCKBUSTER VIDEOS 	73576902 1/9/1986	1413706 10/14/1986
Blockbuster Inc.	BLOCKBUSTER BLOCKBUSTER	75323166 7/11/1997	2175057 7/21/1998
Blockbuster Inc.	BLOCKBUSTER 	75223007 1/9/1997	2135572 2/10/1998
Blockbuster Inc.	BLOCKBUSTER.COM	75733099 6/21/1999	2357416 6/13/2000
Blockbuster Inc.	BLOCK-BUSTERS	73723732 4/21/1988	1542484 6/6/1989
Blockbuster Inc.	CARL	78134830 6/11/2002	2771627 10/7/2003
Blockbuster Inc.	CARL & RAY	76453139 9/26/2002	2763900 9/16/2003
Blockbuster Inc.	CARL & RAY	78097658 12/11/2001	2757530 8/26/2003
Blockbuster Inc.	CIRCUS FRESH	78041865 1/5/2001	2684721 2/4/2003
Blockbuster Inc.	Design Only 	78453544 7/20/2004	2995113 9/13/2005
Blockbuster Inc.	Design Only 	74562060 8/17/1994	2022821 12/17/1996

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Blockbuster Inc.	Design Only 	74225986 11/26/1991	1724470 10/13/1992
Blockbuster Inc.	Design Only 	74024372 1/31/1990	1618072 10/16/1990
Blockbuster Inc.	Design Only 	74024373 1/31/1990	1623086 11/13/1990
Blockbuster Inc.	Design Only 	73834014 10/26/1989	1607739 7/24/1990
Blockbuster Inc.	Design Only 	73833718 10/25/1989	1607738 7/24/1990
Blockbuster Inc.	DVD FREEDOM PASS	76461477 10/24/2002	2763968 9/16/2003
Blockbuster Inc.	ESCAPE IN	77758250 6/12/2009	Pending
Blockbuster Inc.	FILM CADDY 	78162449 9/10/2002	2814234 2/10/2004
Blockbuster Inc.	FILMCADDY	78162436 9/10/2002	2824114 3/16/2004
Blockbuster Inc.	GAME FREEDOM PASS	76524433 6/23/2003	2868799 8/3/2004
Blockbuster Inc.	GAME FREEDOM PASS 	76524434 6/23/2003	2904327 11/23/2004
Blockbuster Inc.	GAME RUSH	78285788 8/11/2003	2981932 8/2/2005
Blockbuster Inc.	GAME RUSH 	76551497 9/26/2003	3004796 10/4/2005
Blockbuster Inc.	GAMERUSH	78286451 8/12/2003	3004970 10/4/2005
Blockbuster Inc.	GAMES FREEDOM PASS	76461478 10/24/2002	2763969 9/16/2003

Owner	Mark	Application No./ Filing Date	Registration No./ Registration Date
Blockbuster Inc.	GO HOME HAPPY	75433141 2/12/1998	2294038 11/23/1999
Blockbuster Inc.	KIDPRINT	74008819 12/7/1989	1667226 12/3/1991
Blockbuster Inc.	LIFE AFTER LATE FEES	78644662 6/6/2005	3095522 5/23/2006
Blockbuster Inc.	M 	76975825 6/7/2002	2778608 10/28/2003
Blockbuster Inc.	MAKE IT A BLOCKBUSTER NIGHT	74408844 7/6/1993	1852673 9/6/1994
Blockbuster Inc.	MAKE IT A BLOCKBUSTER..	75112793 6/3/1996	2063182 5/20/1997
Blockbuster Inc.	MOVIE CLIQUE	77323767 11/7/2007	3629427 6/2/2009
Blockbuster Inc.	MOVIE FREEDOM PASS	76461476 10/24/2002	2763967 9/16/2003
Blockbuster Inc.	MOVIE STORE AT YOUR DOOR	78401882 4/14/2004	2982247 8/2/2005
Blockbuster Inc.	MOVIE TRADING CO. BUY SELL MTC 	76491578 2/20/2003	2871001 8/10/2004
Blockbuster Inc.	MOVIE TRADING COMPANY	78389266 3/23/2004	2970342 7/19/2005
Blockbuster Inc.	MOVIE TRADING COMPANY	78389234 3/23/2004	2994625 9/13/2005
Blockbuster Inc.	MOVIE TRADING COMPANY EXPRESS	78339670 12/11/2003	2966622 7/12/2005
Blockbuster Inc.	MOVIELINK	76976663 9/17/2001	2867637 7/27/2004
Blockbuster Inc.	MOVIES IN MINUTES	78309121 10/3/2003	2877725 8/24/2004
Blockbuster Inc.	MY Q AT A GLANCE MOVIES IN QUEUE: MANAGE QUEUE 	78529735 12/9/2004	3020905 11/29/2005
Blockbuster Inc.	MY Q 	78406672 4/22/2004	3014124 11/8/2005
Blockbuster Inc.	ONLINE RENTING WITHOUT THE WAIT	77037549 11/6/2006	3383942 2/19/2008

Owner	Mark	Application No/ Filing Date	Registration No/ Registration Date
Blockbuster Inc.	PAUSE 	73754308 9/20/1988	1578172 1/16/1990
Blockbuster Inc.	PLAY IT FLIP IT	78424654 5/25/2004	2964263 6/28/2005
Blockbuster Inc.	PLAYER BLOCKBUSTER 	73838828 11/13/1989	1605145 7/3/1990
Blockbuster Inc.	PLAYER BLOCKBUSTER 	73754310 9/20/1988	1545729 6/27/1989
Blockbuster Inc.	PORTA-PLAYER	73752093 9/14/1988	1553293 8/22/1989
Blockbuster Inc.	QUIK DROP	73758736 10/20/1988	1591360 4/10/1990
Blockbuster Inc.	REINVENT THE WAY YOU RENT	78170599 10/3/2002	2805886 1/13/2004
Blockbuster Inc.	RENT. BUY. GAME YOUR WAY	76432711 7/10/2002	2731773 7/1/2003
Blockbuster Inc.	RENTING IS BETTER THAN EVER	78644678 6/6/2005	3093128 5/16/2006
Blockbuster Inc.	REWIND BLOCKBUSTER 	73838829 11/13/1989	1605146 7/3/1990
Blockbuster Inc.	REWIND BLOCKBUSTER 	73754306 9/20/1988	1545727 6/27/1989

Owner	Mark	Application No./ Filing Date	Registration No/ Registration Date
Blockbuster Inc.	SLO-MO BLOCKBUSTER PAUSE 	73754309 9/20/1988	1545728 6/27/1989
Blockbuster Inc.	SLO-MO 	73835179 10/31/1989	1601604 6/12/1990
Blockbuster Inc.	STOPPER BLOCKBUSTER 	73833681 10/25/1989	1614418 9/18/1990
Blockbuster Inc.	STOPPER BLOCKBUSTER 	73754301 9/20/1988	1545726 6/27/1989
Blockbuster Inc.	THAT'S A HOLIDAY WRAP	77544685 8/12/2008	Pending
Blockbuster Inc.	THAT'S A HOLIDAY WRAP	77544665 8/12/2008	Pending
Blockbuster Inc.	WOW! WHAT A DIFFERENCE	73833680 10/25/1989	1600084 6/5/1990
Blockbuster Inc.	WOW! WHAT A DIFFERENCE	73752091 9/14/1988	1540956 5/23/1989
Blockbuster Inc.	YOUTH RESTRICTED VIEWING	73752101 9/14/1988	1600094 6/5/1990

PATENT AND TRADEMARK SECURITY
AGREEMENT (this "Agreement") dated as of October 1, 2009,
between BLOCKBUSTER INC. and U.S. BANK NATIONAL
ASSOCIATION, as Collateral Agent (the "Collateral Agent").

Reference is made to (a) the Indenture, dated as of October 1, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among the Company (as defined below), Subsidiary Guarantors and U.S. Bank National Association, as trustee (together with its successors in such capacity, the "Trustee"), on behalf of the holders (the "Noteholders") of the Notes (as defined below) pursuant to which Blockbuster Inc., a Delaware corporation (the "Company") is issuing \$675,000,000 aggregate principal amount of its 11.75% Senior Secured Notes due 2014 (together with any Additional Notes (as defined in the Indenture), the "Notes") and (b) the Collateral Agreement dated as of October 1, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among the Company, Subsidiary Guarantors and U.S. Bank National Association, as Collateral Agent.

WHEREAS, the Trustee has been appointed to serve as Collateral Agent under the Collateral Agreement and in such capacity, to enter into this Agreement;

WHEREAS, the Company will receive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and is, therefore, willing to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Collateral Agent hereby agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.02 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Company, pursuant to the Collateral Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

1. all letters patent of the United States, all issued patents and recordings thereof, and all applications for letters patent of the United States, including issued patents, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I attached hereto (the "Patents");

2. all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the Patents, including the right to make, use and/or sell the inventions disclosed or claimed in the Patents;

3. all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in the United States in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (excluding "intent-to-use" Trademark applications as described in the definition of Excluded Property), and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "Trademarks");

4. all goodwill associated with or symbolized by the Trademarks; and

5. all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

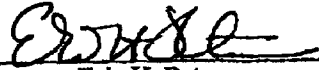
SECTION 4. Termination. This Agreement and the security interest granted hereby shall terminate in full on the circumstances set forth in Section 5.12 of the Collateral Agreement. In connection with any termination or release pursuant to Section 5.12 of the Collateral Agreement, the Collateral Agent shall promptly execute and deliver to the Company, at the Company's expense, all documents that the Company shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 4 shall be without recourse to or warranty by the Collateral Agent.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Patent and Trademark Security Agreement to be duly executed as of the date first written above.

BLOCKBUSTER INC.

By: 
Name: Eric H. Peterson
Title: Executive Vice President

Signature Page to Patent & Trademark Security Agreement


TRADEMARK
REEL: 004075 FRAME: 0572

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLOCKBUSTER INC.,

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Trustee and Collateral Agent

By  _____
Name: Richard Prokosch
Title: Vice President