

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alcon Film Fund, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Cupid Distribution, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Forever in Blue, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Missed Call Distribution, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Missed Call Productions, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
ELI Productions, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Left Tackle Pictures, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Sweepstake Productions, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Duplicity Productions, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Bottlenose Productions, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Gospel Truth Pictures, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Space Modulator Productions, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
Captive Productions, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE

CH \$240.00 2378099

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1999 Avenue of the Stars, 27th Floor
Internal Address:	Attention: Stephen C. Price
City:	Los Angeles
State/Country:	CALIFORNIA

900173488

TRADEMARK
REEL: 004292 FRAME: 0843

Postal Code:	90067
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2378099	ALCON ENTERTAINMENT
Registration Number:	2739646	ALCON ENTERTAINMENT
Registration Number:	3379647	WINTER
Serial Number:	77475613	WINTER
Serial Number:	77481480	WINTER
Serial Number:	78929575	WINTER
Serial Number:	78929584	WINTER
Serial Number:	77475629	WINTER
Registration Number:	2406953	ALCON ENTERTAINMENT

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5723
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
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	10/08/2010

Total Attachments: 10

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif
source=Trademark Security Agreement#page10.tif

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, ALCON FILM FUND, LLC, CUPID DISTRIBUTION, LLC, FOREVER IN BLUE, LLC, MISSED CALL DISTRIBUTION, LLC, MISSED CALL PRODUCTIONS, LLC, ELI PRODUCTIONS, LLC, LEFT TACKLE PICTURES, LLC, SWEEPSTAKE PRODUCTIONS, LLC, DUPLICITY PRODUCTIONS, LLC, BOTTLENOSE PRODUCTIONS, LLC, GOSPEL TRUTH PICTURES, LLC, SPACE MODULATOR PRODUCTIONS, LLC and CAPTIVE PRODUCTIONS, LLC (referred to herein collectively as the “Pledgors” and each 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, 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 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 May 9, 2008 (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 ascribed thereto in the Credit Agreement), among Alcon Film Fund, LLC, as Borrower (the “Borrower”), the Guarantors referred to therein, the Lenders referred to therein and JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent (the “Collateral Agent”), the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each of the Pledgors has granted to the Collateral Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Pledgor including, without limitation, all right, title and interest of such Pledgor in, to and under all of such Pledgor’s 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 such 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 or its obligations under and in connection with its guaranty of the Obligations, as the case may be; and

WHEREAS, the Collateral 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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Pledgors does hereby grant to the Collateral Agent (for the benefit of the Secured Parties), as security for the payment and performance of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing security interest in all of such Pledgor's 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 such Pledgor:

(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 hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by such Pledgor 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 and Schedule B to the Collateral Agent at the end of any quarter in which any Pledgor registers or otherwise adopts or acquires any Trademark 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 Collateral Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Collateral 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 Collateral 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 Collateral Agent (for the benefit of the Secured Parties) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any Person shall do or perform any act(s) which the Collateral Agent believes constitutes an infringement of any Trademark, or violates or infringes any right therein of such Pledgor, the Collateral Agent or the Lenders, or if any Person shall do or perform any acts which the Collateral Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to such Pledgor (or if an Event of Default is at the time continuing, then without notice), the

Collateral Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Collateral 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. The Collateral Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Collateral Agent hereby agrees to give such Pledgor notice of any steps taken, or any suits or proceedings instituted by the Collateral Agent pursuant to this paragraph and such Pledgor agrees to assist the Collateral Agent with any steps taken, or any suits or proceedings instituted by the Collateral Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each Pledgor and the Collateral Agent do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent (for the benefit of the Secured Parties) 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 Collateral Agent (on behalf of the Secured Parties), 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 Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any Disposition thereof which may have been made by the Collateral Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Collateral Agent (on behalf of the Secured Parties), will provide notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

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 IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK WHICH ARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE.

This Trademark Security 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.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Collateral Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Pledgors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Pledgor (including its successors and permitted assigns) without the prior written consent of the Collateral Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Trademark Security Agreement to be duly executed as of September 24, 2010.

ALCON FILM FUND, LLC
FOREVER IN BLUE, LLC
CUPID DISTRIBUTION, LLC
MISSED CALL DISTRIBUTION, LLC
MISSED CALL PRODUCTIONS, LLC
ELI PRODUCTIONS, LLC
LEFT TACKLE PICTURES, LLC
SWEEPSTAKE PRODUCTIONS, LLC
DUPLICITY PRODUCTIONS, LLC
BOTTLENOSE PRODUCTIONS, LLC
GOSPEL TRUTH PICTURES, LLC
SPACE MODULATOR PRODUCTIONS, LLC
CAPTIVE PRODUCTIONS, LLC

By: Scott Parish
Name: **Scott Parish**
Title: **COO/CFO**

Accepted:

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

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Pledgors has caused this Trademark Security Agreement to be duly executed as of September 24, 2010.

ALCON FILM FUND, LLC
FOREVER IN BLUE, LLC
CUPID DISTRIBUTION, LLC
MISSED CALL DISTRIBUTION, LLC
MISSED CALL PRODUCTIONS, LLC
ELI PRODUCTIONS, LLC
LEFT TACKLE PICTURES, LLC
SWEEPSTAKE PRODUCTIONS, LLC
DUPLICITY PRODUCTIONS, LLC
BOTTLENOSE PRODUCTIONS, LLC
GOSPEL TRUTH PICTURES, LLC
SPACE MODULATOR PRODUCTIONS, LLC
CAPTIVE PRODUCTIONS, LLC

By: _____
Name:
Title:

Accepted:

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

By:  _____
Name: **Kin W. Gheng**
Title: **Vice President**

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

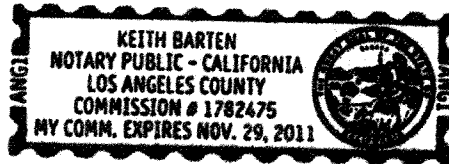
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On September 24, 2010, before me, Keith Barten, Notary Public, personally appeared Scott Parish, 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.

Signature Keith Barten (Seal)



Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>

TRADEMARK LICENSES

1. Inter-Company Trademark License Agreement dated as of May 9, 2008 between Alcon Entertainment, LLC (as Licensor) and Alcon Film Fund, LLC (as Licensee), with respect to the following trademarks:

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
United States	Alcon Entertainment, LLC	75550063	2378099	8/15/00	Alcon
United States	Alcon Entertainment, LLC	75550063	2406953	11/21/00	Alcon
United States	Alcon Entertainment, LLC	76326369	2739646	7/23/03	Alcon

2. (a) Option/Purchase Agreement dated as of November 7, 2007 between Alcon Entertainment, LLC (as Purchaser) and Clearwater Marine Aquarium (as Seller); and
 (b) Assignment Agreement dated as of August 1, 2009 between Alcon Entertainment, LLC (as Assignor) and Alcon Film Fund, LLC (as Assignee), with respect to the following trademarks:

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Canada	Clearwater Marine Aquarium	1401578	N/A	Filed 6/19/08	Winter
European Union	Clearwater Marine Aquarium	006959993	N/A	Filed 6/3/08	Winter
Mexico	Clearwater Marine Aquarium	937,514	N/A	Filed 5/30/08	Winter
Mexico	Clearwater Marine Aquarium	937,515	N/A	Filed 5/30/08	Winter
Mexico	Clearwater Marine Aquarium	937,516	N/A	Filed 5/30/08	Winter
United States	Clearwater Marine Aquarium	78/929,545	3,379,647	2/5/08	Winter
United States	Clearwater Marine Aquarium	77/475,629	N/A	Filed 5/15/08	Winter

United States	Clearwater Marine Aquarium	77/475,613	N/A	Filed 5/15/08	Winter
United States	Clearwater Marine Aquarium	77/481,480	N/A	Filed 5/22/08	Winter
United States	Clearwater Marine Aquarium	78/929,575	3,396,402	3/11/08	Winter
United States	Clearwater Marine Aquarium	78/929,584	3,383,302	2/12/08	Winter
WIPO	Clearwater Marine Aquarium	N/A	966406	5/16/08	Winter
European Union	Clearwater Marine Aquairum	007197353	N/A	N/A	Winter Plus Dolphin Design