

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cinram International Inc.		04/11/2011	CORPORATION: CANADA
IHC Corporation		04/11/2011	CORPORATION: DELAWARE
Ditan Distribution LLC		04/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
Cinram Wireless LLC		04/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
Cinram Distribution LLC		04/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77806166	CINRAM
Serial Number:	74139202	IVY HILL
Serial Number:	85095960	DITAN
Serial Number:	85019318	GRIP FLIX
Serial Number:	85262186	CINRAM GAMES

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6142803562

900190016

TRADEMARK
REEL: 004526 FRAME: 0892

OP \$140.00 77806166

Email: ted.mulligan@wolterskluwer.com
Correspondent Name: Ted Mulligan
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER:	8118963-1
NAME OF SUBMITTER:	Ted Mulligan
Signature:	/Ted Mulligan/
Date:	04/22/2011
Total Attachments: 4 source=Cinram Intl#page1.tif source=Cinram Intl#page2.tif source=Cinram Intl#page3.tif source=Cinram Intl#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SUPPLEMENT (the "**Supplement**") to the INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated May 5, 2006, is made by the Persons listed on the signature pages hereof in favor of JPMorgan Chase Bank, N.A. ("**JPMCB**"), as administrative agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Cinram International Inc., Cinram Inc., a corporation organized under the laws of the State of Delaware and Cinram (U.S.) Holding's Inc., a corporation organized under the laws of the State of Delaware (the "**Borrowers**"), the other companies named therein as Guarantors (the Borrowers and the Guarantors, collectively, the "**Securing Parties**"), the financial institutions named therein as Lenders, and JPMCB, as Administrative Agent, have entered into that Amended and Restated Credit Agreement dated as of April 11, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), which amends and restates in its entirety, effective upon the Restatement Effective Date (as defined in the Credit Agreement), the Credit Agreement dated as of May 5, 2006, as amended prior to the date hereof (the "**2006 Credit Agreement**") among the Securing Parties, certain Lenders and the Administrative Agent. Terms defined in the Credit Agreement and the Security Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, in accordance with the terms of the Credit Agreement, each Securing Party has executed and delivered that certain Amended and Restated Security Agreement dated April 11, 2011 made by the Securing Parties to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), confirming, ratifying and restating its prior grant of a continuing security interest in the Collateral to the Secured Parties.

WHEREAS, under the terms of the Security Agreement, the Securing Parties have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Securing Parties, have previously executed the IP Security Agreement for the purposes of recording the grant of the security interest in such intellectual property with the United States Patent and Trademark Office and the United States Copyright Office and have agreed to execute this Supplement for the purpose of recording the grant of the security interest in additional intellectual property set forth on the schedules hereto with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Securing Party agrees as follows:

SECTION 1. Grant of Security. Each Securing Party hereby confirms the grant to the Administrative Agent, for the ratable benefit of the Secured Parties, under the terms of the Security Agreement of a security interest in all of such Securing Party's right, title and interest in and to the United States patents, patent applications, trademark registrations and applications and

copyright registrations as set forth in Schedules 1 through 3 hereto (in addition to the those set forth in Schedules 1 through 3 of the IP Security Agreement), and the right to recover for past, present and future infringements or misappropriations thereof and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "*Collateral*"). For the avoidance of doubt, the parties hereto agree and acknowledge that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under the applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Securing Party under the Security Agreement, as evidenced by this Supplement, secures the payment of all Secured Obligations of such Securing Party now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Securing Party authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 4. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. Each Securing Party does hereby acknowledge and confirm that the grant of the security interest referenced herein to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

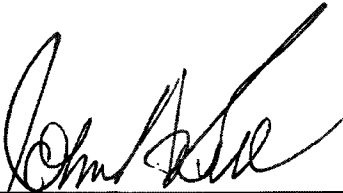
SECTION 6. Termination of Security Interest. Pursuant to Section 5.12 of the Security Agreement, upon the payment in full of the Secured Obligations, as more fully set forth therein, this Supplement shall terminate, and the Administrative Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the respective Securing Party. All rights of the Administrative Agent in the Collateral shall revert to the Securing Party without delivery of any instrument or performance of any act by any party. The Administrative Agent shall also execute and deliver to the respective Securing Party upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the respective Securing Party to effect the termination and release of the Liens on the Collateral.

SECTION 7. Governing Law. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

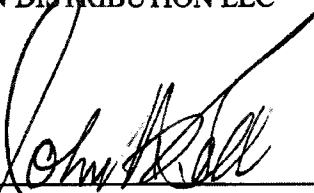
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Securing Party has caused this Supplement Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CINRAM INTERNATIONAL INC.

By: 
Name: John H. Bell
Title: Chief Financial Officer

CINRAM WIRELESS LLC
IHC CORPORATION
CINRAM DISTRIBUTION LLC
DITAN DISTRIBUTION LLC

By: 
Name: John H. Bell
Title: Vice President and Treasurer

Signature Page to the Supplement to the Intellectual Property Security Agreement

TRADEMARK
REEL: 004526 FRAME: 0896

SUPPLEMENT TO SCHEDULE 2

U.S. TRADEMARKS

Cinram International Inc.

Trademark	Reg. No./Date	APP. No./Filed	Status
CINRAM & design	N/A	77/806,166 20090817	Pending

IHC Corporation

Trademark	Reg. No. / Date	App. No. / Filed	Status
IVY HILL	1,707,281 19920811	74-139,202 19910214	Registered

Ditan Distribution LLC

Trademark	Reg. No. / Date	App. No. / Filed	Status
DITAN	N/A	85095960	Pending

Cinram Wireless LLC

Trademark	Reg. No. / Date	App. No. / Filed	Status
GRIP FLIX	N/A	85019318	Pending

Cinram Distribution LLC

Trademark	Reg. No. / Date	App. No. / Filed	Status
CINRAM GAMES	March 9, 2011	85/262,186	Pending