

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest-Third Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHI Entertainment, LLC		04/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1999 Avenue of the Stars, 27th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77453139	THIS IS AN RHI MOMENT	
Serial Number:	77453172	THIS IS AN RHI MOMENT	
Serial Number:	78805714	RHI ENTERTAINMENT	
Serial Number:	78805824	RHI ENTERTAINMENT	
Serial Number:	78806219	RHI ENTERTAINMENT	
Serial Number:	78806360	RHI ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

CH \$165.00 77453139

ATTORNEY DOCKET NUMBER:	066397-0331
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	04/27/2011
Total Attachments: 12 source=third lien#page1.tif source=third lien#page2.tif source=third lien#page3.tif source=third lien#page4.tif source=third lien#page5.tif source=third lien#page6.tif source=third lien#page7.tif source=third lien#page8.tif source=third lien#page9.tif source=third lien#page10.tif source=third lien#page11.tif source=third lien#page12.tif	

THE SECURITY INTERESTS EVIDENCED BY THIS TRADEMARK SECURITY AGREEMENT ARE SUBORDINATED TO OTHER SECURITY INTERESTS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, AND ARE OTHERWISE SUBJECT TO THE TERMS OF, THE INTERCREDITOR AGREEMENT DATED AS OF APRIL 1, 2011, BY AND AMONG RHI ENTERTAINMENT, LLC, THE GUARANTORS REFERRED TO THEREIN, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT UNDER THE CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT (FIRST LIEN) DATED AS OF APRIL 1, 2011, WILMINGTON TRUST FSB, AS ADMINISTRATIVE AGENT UNDER THE CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT (SECOND LIEN) DATED AS OF APRIL 1, 2011 AND JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT UNDER THE SECOND AMENDED AND RESTATED CREDIT, SECURITY, GUARANTY AND PLEDGE AGREEMENT (THIRD LIEN) DATED AS OF APRIL 1, 2011.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT –
“2011 THIRD LIEN FACILITY”

(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 Third Lien 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 Second Amended and Restated Credit, Security, Guaranty and Pledge Agreement (Third Lien) dated as of January 12, 2006, as amended and restated as of April 13, 2007, and as further amended and restated as of April 1, 2011 (as may be further amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Third Lien Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Third Lien 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 available to the Borrower the third lien term loan facility contemplated therein;

WHEREAS, pursuant to the terms of the Third Lien 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 and to 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, such 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, as security for the Obligations or for its obligations under and in connection with its guaranty of the Obligations;

WHEREAS, the Borrower, the Guarantors and the Administrative Agent are parties to that certain Trademark Security Agreement dated as of April 13, 2007 and filed with the United States Patent and Trademark Office on April 27, 2007 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Original Trademark Security Agreement") and are executing this Amended and Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original Trademark Security Agreement;

WHEREAS, the Original Trademark Security Agreement was entered into pursuant to the terms of that certain "pre-petition first lien" Credit, Security, Guaranty and Pledge Agreement dated as of January 12, 2006, as amended and restated as of April 13, 2007, among the Borrower, the Guarantors, the Lenders and the Administrative Agent (the "Original Credit Agreement"). On or about December 10, 2010, the Borrower and its affiliates filed Chapter 11 bankruptcy cases. In connection with their emergence from such bankruptcy cases, the Borrower and various affiliates are entering into new first lien and second lien financing arrangements, and the Original Credit Agreement is being further amended and restated as the Third Lien 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 Trademark Collateral (as defined below).

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 or for its obligations under and in connection with its guaranty of the Obligations, a continuing security interest in and to all of the Pledgors' right, title and interest in and to 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, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent the grant of a Lien in such Trademark license would not (subject to limitations set forth under the Third Lien 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 and Schedule B in accordance with the terms of the Third Lien 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 Third Lien 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 Third Lien 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, to protect the Administrative Agent or a Pledgor against a claim by a third Person or to protect the Administrative Agent's or a Pledgor's rights vis-à-vis third Persons.

Subject to the Intercreditor Agreement, if an Event of Default occurs 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 act(s) which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then 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 Third Lien 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 Third Lien 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 Third Lien Credit Agreement have terminated and all Obligations have been paid indefeasibly 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' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary 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 made by the Administrative Agent pursuant to the terms hereof or of the Third Lien Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Third Lien 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 Third Lien Credit Agreement and the other Fundamental Documents.

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.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this

Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File (“TIFF”), Portable Document Format (“PDF”) or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

The parties hereto hereby acknowledge and agree that (a) this Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement that is being entered into in connection with an amendment and restatement of the Original Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Original Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Trademark Security Agreement and (c) the Original Trademark Security Agreement and that all security interests previously created and/or perfected by or under the Original Trademark Security Agreement are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Original Credit Agreement or the Original Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Pledgor has caused this Amended and Restated Trademark Security Agreement to be duly executed as of April 1, 2011.

RHI ENTERTAINMENT, LLC

By 

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

RHI ENTERTAINMENT, INC.

By 

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

RHI HOLDINGS INC.

By 

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

RHI ENTERTAINMENT HOLDINGS II, LLC

By 

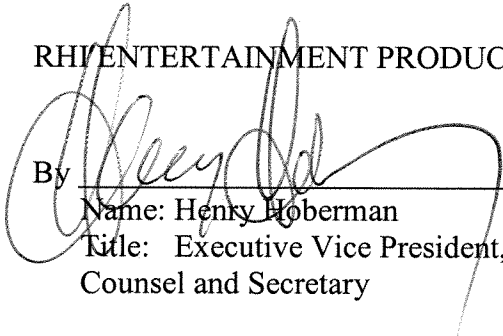
Name: Henry Hoberman
Title: Executive Vice President, General
Counsel and Secretary

RHI ENTERTAINMENT DISTRIBUTION, LLC

By 

Name: Michael Scarpelli
Title: Executive Vice President and Treasurer

RHI ENTERTAINMENT PRODUCTIONS, LLC

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

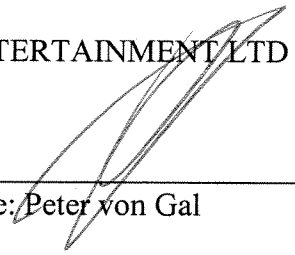
RHI INTERNATIONAL DISTRIBUTION INC.

By  _____
Name: Michael Scarpelli
Title: Executive Vice President and Treasurer

LIBRARY STORAGE, INC.


By  _____
Name: Michael Scarpelli
Title: President and Secretary

RHI ENTERTAINMENT LTD

By  _____
Name: Peter von Gal
Title:

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 1st day of ~~March~~ ^{April} in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Henry Hoberman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.




Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 1st day of ~~March~~ ^{April} in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Scarpelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

STATE OF NEW YORK)
)
) ss:
)
COUNTY OF NEW YORK)
_____)

On the 1st day of ~~March~~ April in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Peter von Gal, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.



Notary Public

ALAN H. BLOCK
Notary Public, State of New York
No. 01BL6059004
Qualified in New York County
Commission Expires May 21, 2015

TRADEMARKS

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
UNITED STATES	RHI ENTERTAINMENT, LLC	77/453139, 77/453172	N/A	Filed 4/21/2008	THIS IS AN RHI MOMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805714	3,843,184	Filed 8/27/2007, Registered 8/31/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/805824	3,851,741	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806219	3,851,742	Filed 8/27/2007, Registered 9/21/2010	RHI ENTERTAINMENT & Design
UNITED STATES	RHI ENTERTAINMENT, LLC	78/806360	3,849,002	Filed 8/27/2007, Registered 9/14/2010	RHI ENTERTAINMENT & Design
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009352, A0009353, A0009354, A0009355, A0009356, A0009357, A0009358, A0009359	N/A	Filed 8/24/2007	RHI ENTERTAINMENT

COUNTRY	OWNER	APPLICATION NO.	REGISTRATION NO.	FILING/REGISTRATION DATE	TRADEMARK
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009379, A0009380, A0009382, A0009383, A0009384, A0009385, A0009386, A0009388	N/A	Filed 8/27/2007	RHI ENTERTAINMENT & Design
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009348	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE
MADRID PROTOCOL (AUSTRALIA, CHINA, EUROPEAN COMMUNITY, JAPAN)	RHI ENTERTAINMENT, LLC	A0009349	N/A	Filed 8/24/2007	FINLEY THE FIRE ENGINE & Design

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

DB1/66332849.7