

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement at Reel/Frame No. 4487/0908																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Wells Fargo Bank, National Association, as Administrative Agent</td> <td></td> <td>02/10/2012</td> <td>National Association: UNITED STATES</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Wells Fargo Bank, National Association, as Administrative Agent		02/10/2012	National Association: UNITED STATES																
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">Encompass Digital Media, Inc.</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">3030 Andrita Street</td> </tr> <tr> <td>City:</td> <td colspan="3">Los Angeles</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">90065</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">CORPORATION: DELAWARE</td> </tr> </table>				Name:	Encompass Digital Media, Inc.			Street Address:	3030 Andrita Street			City:	Los Angeles			State/Country:	CALIFORNIA			Postal Code:	90065			Entity Type:	CORPORATION: DELAWARE		
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CORRESPONDENCE DATA																											
<p>Fax Number: (714)755-8290 Email: ipdocket@lw.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Latham & Watkins LLP Address Line 1: 650 Town Center Drive Address Line 2: Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626</p>																											
ATTORNEY DOCKET NUMBER:	023880-0126																										
NAME OF SUBMITTER:	Rhonda DeLeon																										
Signature:	/Rhonda DeLeon/																										

OP \$40.00 2917974

Date:

02/14/2012

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of February 10, 2012 (the "Release"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, solely in its capacity as administrative agent for the Secured Parties (in such capacity, the "Agent") and not in any individual capacity, in connection with the termination of that certain Trademark Security Agreement (First Lien) (the "Trademark Security Agreement"), dated as of February 28, 2011, made by the Grantors party thereto (collectively, the "Grantors") in favor of the Agent.

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors granted the Agent a security interest in (i) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1 thereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademark Collateral");

WHEREAS, the Agent acknowledges full payment, complete performance and satisfaction of all Obligations secured by the Trademark Security Agreement;

WHEREAS, the Grantors have requested that the Agent release its security interest in the Trademark Collateral in connection with the termination of the Trademark Security Agreement (the "Released Collateral").

NOW, THEREFORE, in consideration of the foregoing, the Agent hereby RELEASES, without representation, warranty or recourse, all of its security interest in the Released Collateral, including without limitation the Trademark Collateral listed on Schedule I attached hereto and incorporated herein by reference.

The Agent agrees to, at their request, provide the Grantors with any information and additional authorization reasonably necessary to effect the release of its security interest in the Released Collateral, in each case, without representation or warranty by the Agent and at the sole expense of the Grantors.

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____

Name: David Bergstrom

Title: Vice President

Trademark Termination

TRADEMARK
REEL: 004716 FRAME: 0874

SCHEDULE I
TRADEMARKS

REGISTERED TRADEMARK:

<u>RECORD OWNER</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Encompass Digital Media, Inc.	2917974	USA	ANDRITA STUDIOS

REGISTERED TRADEMARK APPLICATION:

<u>RECORD APPLICANT</u>	<u>SERIAL NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Encompass Digital Media, Inc.	85/225361	USA	CENTRALCASTING