

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
Entertainment One U.S. LP (composed of Entertainment One GP LLC, a Delaware LLC as sole general partner)		03/04/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. (as Administrative Agent)		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85326024	FAERIE TALE THEATRE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-E ONE		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

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Signature:	/Catherine R. Howell/
Date:	07/19/2012
Total Attachments: 5 source=supp 2 entertainment one#page1.tif source=supp 2 entertainment one#page2.tif source=supp 2 entertainment one#page3.tif source=supp 2 entertainment one#page4.tif source=supp 2 entertainment one#page5.tif	

SUPPLEMENT NO. 2, DATED AS OF FEBRUARY 22, 2012,
TO THE TRADEMARK SECURITY AGREEMENT
DATED AS OF SEPTEMBER 19, 2008

WHEREAS, pursuant to the terms of that certain Credit and Guaranty Agreement dated as of September 19, 2008 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; defined terms used herein but not otherwise defined shall have the meanings ascribed to such terms therein) among Entertainment One UK Holdings Limited, Earl Street Capital, Inc., and 4384768 Canada Inc., as Borrowers (the "Borrowers"), the Guarantors referred to therein (the "Guarantors", and together with the Borrowers, the "Credit Parties"), the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), J.P. Morgan Europe Limited, as Sterling Agent (the "Sterling Agent") and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent (the "Canadian Agent"), the Lenders have agreed to make loans to the Borrowers and participate in Letters of Credit issued and discount and accept Bankers' Acceptances for the account of the Borrowers, for the purposes set forth therein;

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 19, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") between the Credit Parties and the Administrative Agent, such Credit Parties have granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Canadian Agent, the Issuing Bank and the Lenders) a security interest in all personal property of such Credit Parties whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of such Credit Parties in, to and under any trademark or trademark license, whether now existing or hereafter arising, acquired or created, and all proceeds thereof or income therefrom, to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, certain of the Credit Parties are a party to a Trademark Security Agreement dated as of September 19, 2008 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which each such Credit Party (each, a "Pledgor", and collectively, the "Pledgors") has granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Canadian Agent, the Issuing Bank and the Lenders), as security for the Obligations, 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 or types of property being collectively referred to therein and herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the 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 annexed thereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed thereto, 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;

but excluding, notwithstanding anything in the Credit Agreement, the Trademark Security Agreement or herein to the contrary: (i) any "intent-to-use" trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office or any intellectual property if the grant of a security interest therein would result in the cancellation or voiding of such intellectual property by the applicable Governmental Authority, (ii) intellectual property (or rights thereto) which is not owned solely by the Credit Parties, (iii) Equity Interests expressly excluded from the definition of Pledged Securities or (iv) any agreement to which any Pledgor is a party, only to the extent and for so long as the terms of such agreement or any requirement of Applicable Law (x) validly prohibit the creation by such Pledgor of a security interest in such agreement in favor of the Administrative Agent (after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other Applicable Law (including the Bankruptcy Code) or principles of equity) or (y) would result in a termination pursuant to the terms of any such agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity), in each case unless and until any required consents are obtained, provided however that Trademark Collateral shall include, and the security interest granted in the Trademark Collateral shall attach to, any proceeds, substitutions or replacements of any such excluded items referred to therein unless such proceeds, substitutions or replacements would constitute excluded items under the Credit Agreement or thereunder.

WHEREAS, one such Pledgor, Entertainment One U.S. LP, has acquired or created additional items of Trademark Collateral since the date of the execution of the Trademark Security Agreement and any Supplements thereto and holds certain additional trademarks and rights under trademark with respect to the Trademark Collateral;

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all of the Trademark Collateral as it is currently registered with the United States Patent and Trade Office (the "USPTO");

THEREFORE,

A. Entertainment One U.S. LP does hereby grant to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Canadian Agent, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in and to all of its right, title and interest in and to each and every item of Trademark Collateral as it is being added to Schedule A to the Trademark Security Agreement pursuant to paragraph B below and all of

Entertainment One U.S. LP's right, title and interest in, to and under the Trademark Collateral, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in its possession, including with respect to each and every item of trademark and trademark license, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule A thereof so as to add the description of the following trademarks:

<u>Proprietor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Entertainment One U.S. LP	FAERIE TALE THEATRE	Serial No. 85/326,024	5/20/2011

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof.

Except as expressly supplemented hereby, the Trademark Security Agreement and all documents contemplated thereby are each hereby confirmed and ratified by Entertainment One U.S. LP.

The execution and filing of this Supplement is not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by any Pledgor and heretofore recorded or submitted for recording in the USPTO or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

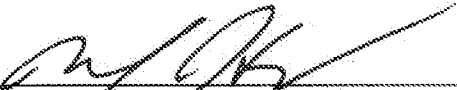
[Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned has caused this Supplement No. 2 to the Trademark Security Agreement, effective as of the date first written above, to be duly executed as of 3/21, 2012.

PLEDGOR:

ENTERTAINMENT ONE U.S. LP

By: Entertainment One GP LLC,
in its capacity as general partner of
Entertainment One U.S. LP

By: 
Name: MICHAEL HEALY
Title: EOP/GP

STATE OF New York)

COUNTY OF Suffolk) : ss.:

On this the 21 day of March, 2012, before me,
Opal Haug, the undersigned Notary Public, personally appeared
Michael Healy,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the
_____ of _____ (the "Company") who executed the
foregoing instrument on behalf of the Company and acknowledged that the Company executed it
pursuant to a resolution of its Board of Directors (or equivalent body).

WITNESS my hand and official seal.

Opal Haug
Notary Public

OPAL HAUG
Notary Public, State of New York
No. 01HA6149189
Qualified in Suffolk County
Commission Expires July 3, 2014

