

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Interest: Second Lien

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RHI Entertainment, LLC		07/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust, National Association (as Administrative Agent)
<b>Street Address:</b>	50 SOUTH SIXTH STREET
<b>Internal Address:</b>	SUITE 1290 (ATTN: JOSHUA JAMES)
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402-1544
<b>Entity Type:</b>	National Association: United States: UNITED STATES

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	78849557	SONAR ENTERTAINMENT
Serial Number:	78849562	SONAR ENTERTAINMENT
Serial Number:	85584937	SONAR ENTERTAINMENT
Serial Number:	85584941	SONAR ENTERTAINMENT
Serial Number:	85584947	SONAR ENTERTAINMENT
Serial Number:	85584950	SONAR ENTERTAINMENT
Serial Number:	85584955	SONAR ENTERTAINMENT
Serial Number:	85584956	SONAR ENTERTAINMENT
Serial Number:	85584959	SONAR ENTERTAINMENT
Serial Number:	85593698	SONAR ENTERTAINMENT
Serial Number:	85593699	SONAR ENTERTAINMENT
Serial Number:	85593702	SONAR ENTERTAINMENT
Serial Number:	85593703	SONAR ENTERTAINMENT

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Serial Number:	85593708	SONAR ENTERTAINMENT
Serial Number:	85593709	SONAR ENTERTAINMENT
Serial Number:	85593711	SONAR ENTERTAINMENT
Serial Number:	85593718	SONAR ENTERTAINMENT
Serial Number:	85593723	SONAR ENTERTAINMENT

**CORRESPONDENCE DATA**

Fax Number: 2027393001  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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:	066397-0394
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	08/20/2012

**Total Attachments: 10**  
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THE SECURITY INTERESTS EVIDENCED BY THIS SUPPLEMENT NO. 1 TO THE 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.

SUPPLEMENT NO. 2 TO THE  
TRADEMARK SECURITY AGREEMENT – “2011 SECOND LIEN FACILITY”  
DATED AS OF APRIL 1, 2011

WHEREAS, pursuant to the terms of that certain Credit, Security, Guaranty and Pledge Agreement (Second Lien) dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”) among RHI Entertainment, LLC (the “Borrower”) and the Guarantors referred to therein (the Borrower and the Guarantors being collectively referred to herein as the “Pledgors”, and individually as a “Pledgor”), the Lenders referred to therein (the “Lenders”) and Wilmington Trust, National Association (successor in interest to Wilmington Trust FSB), as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), the Lenders have agreed to make available to the Borrower the second lien term loan facility contemplated therein;

WHEREAS, each of the Pledgors is a party to a Trademark Security Agreement dated as of April 1, 2011 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Trademark Security Agreement”), pursuant to which each of the Pledgors has granted to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses, 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 Pledgors have acquired or created additional Trademarks since the date of execution of the Trademark Security Agreement; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect all Trademarks acquired or created by the Pledgors since the date of execution of the Trademark Security Agreement.

THEREFORE,

A. Each of the Pledgors does hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all of such Pledgor's right, title and interest in and to each and every Trademark added to Schedule A to the Trademark Security Agreement and each and every Trademark license added to Schedule B to the Trademark Security Agreement, pursuant to paragraph B below, 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, 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 reflect all of the Trademarks in and to which any Pledgor has granted a continuing security interest to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

The Trademarks listed on the Schedule 1 hereto are hereby added to Schedule A to the Trademark Security Agreement.

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. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Pledgors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are 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 the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

C. Since the date of the most recent Trademark Security Agreement Supplement, RHI Entertainment, Inc., a Grantor under the Trademark Security Agreement, has changed its name to Sonar Entertainment, Inc. By its execution hereof, Sonar Entertainment, Inc. hereby reaffirms all agreements and grants of security made by it under its former name under the Trademark Security Agreement and any Trademark Security Agreement Supplement previously delivered.

D. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT 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.

E. Any provision of this Trademark Security Agreement Supplement 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.

F. This Trademark Security Agreement Supplement 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 Supplement 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 Supplement. This Trademark Security Agreement Supplement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement Supplement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement Supplement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement Supplement, and the parties hereby waive any right they may have to object to said treatment.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Pledgors has caused this Supplement No. 2 to the Trademark Security Agreement to be duly executed as of July 30, 2012.

PLEDGORS:

RHI ENTERTAINMENT, LLC

By Andrew P. Hines  
Name:  
Title:

SONAR ENTERTAINMENT, INC. (F/K/A RHI ENTERTAINMENT, INC.)

By Andrew P. Hines  
Name:  
Title:

RHI ENTERTAINMENT HOLDINGS II, LLC

By Andrew P. Hines  
Name:  
Title:

RHIE HOLDINGS INC.

By Andrew P. Hines  
Name:  
Title:

RHI ENTERTAINMENT DISTRIBUTION, LLC

By Andrew P. Hines  
Name:  
Title:

RHI ENTERTAINMENT PRODUCTIONS, LLC

By Andrew P. Hines  
Name:  
Title:

RHI INTERNATIONAL DISTRIBUTION INC.

By Andrew P. Hines  
Name:  
Title:

LIBRARY STORAGE, INC.

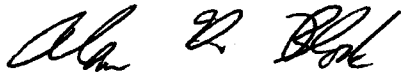
By Andrew P. Hines  
Name:  
Title:

RHI ENTERTAINMENT LTD

By Andrew P. Hines  
Name:  
Title:

STATE OF NEW YORK )  
 )  
 ) ss:  
 )  
COUNTY OF NEW YORK )  
\_\_\_\_\_ )

On the 30<sup>th</sup> day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared ANDREW P. HINES, 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 capacities, and that by his signatures 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



ACCEPTED:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION (as successor in interest to  
Wilmington Trust FSB), as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: **Joshua G. James**  
**Assistant Vice President**

**SCHEDULE 1****TRADEMARKS**

<b>COUNTRY</b>	<b>OWNER</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>FILING/REGISTRATION DATE</b>	<b>TRADEMARK</b>
UNITED STATES	RHI ENTERTAINMENT, LLC	78/849,557	3,600,344	Filed 3/29/2006, Registered 3/31/2009	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	78/849,562	3,600,345	Filed 3/29/2006, Registered 3/31/2009	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,937	Pending- Newly filed application	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,941	Pending- Newly filed application	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,947	Pending- Newly filed application	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,950	Pending- Newly filed application	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,955	Pending- Newly filed application	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,956	Pending- Newly filed application	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/584,959	Pending- Newly filed application	Filed 3/30/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,698	Pending- Newly filed application	Filed 4/10/2012	SONAR ENTERTAINMENT
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,699	Pending- Newly filed application	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)

<b>COUNTRY</b>	<b>OWNER</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>FILING/ REGISTRATION DATE</b>	<b>TRADEMARK</b>
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,702	Pending- Newly filed application	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,703	Pending- Newly filed application	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,708	Pending- Newly filed application	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,709	Pending- Newly filed application	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,711	Pending- Newly filed application	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,718	Pending- Newly filed application	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)
UNITED STATES	RHI ENTERTAINMENT, LLC	85/593,723	Pending- Newly filed application	Filed 4/10/2012	SONAR ENTERTAINMENT & DESIGN (NEW LOGO)

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**RECORDED: 08/20/2012**

**TRADEMARK  
REEL: 004845 FRAME: 0667**