

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 |
| Legendary Pictures Funding, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Legendary Finance, Inc. | | 03/13/2013 | CORPORATION: |
| Legend Pictures, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Boggart Productions US, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Ebbets Productions, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Forbes Fields LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Legendary Asian Pacific, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Legendary Comics, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Legendary Pictures Films, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Legendary Pictures Productions, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Legendary Television, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Lpod, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Lpsco, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Nautilus Productions US, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Nerdist Industries LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Pacrim Productions, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Triune Productions US, LLC | | 03/13/2013 | LIMITED LIABILITY COMPANY: |
| Nemo Productions - Can, Inc. | | 03/13/2013 | CORPORATION: |

OP \$865.00 85170775

| | | | |
|--------------------------------------|--|------------|--------------|
| Pac Monster Rim Films Inc. | | 03/13/2013 | CORPORATION: |
| Pendle Mountain Productions-Can Inc. | | 03/13/2013 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | The Bank of New York Mellon Trust Company, N.A. |
| Street Address: | 2 North LaSalle, 7th Floor |
| Internal Address: | Global Corporate Trust |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60602 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 34

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------|
| Serial Number: | 85170775 | LEGENDARY COMICS |
| Serial Number: | 85170771 | LEGENDARY COMICS |
| Serial Number: | 85479402 | LEGENDARY EAST |
| Serial Number: | 85374921 | LEGENDARY ENTERTAINMENT |
| Serial Number: | 85171989 | LEGENDARY GRAPHIC NOVELS |
| Serial Number: | 85171990 | LEGENDARY GRAPHIC NOVELS |
| Serial Number: | 78484868 | LEGENDARY PICTURES |
| Serial Number: | 85171993 | LEGENDARY PUBLISHING |
| Serial Number: | 85171986 | LEGENDARY PUBLISHING |
| Serial Number: | 85509418 | LEGENDARY EAST |
| Serial Number: | 85509430 | LEGENDARY EAST |
| Serial Number: | 85331756 | LEGENDARY |
| Serial Number: | 85337431 | LEGENDARY |
| Serial Number: | 85337515 | LEGENDARY |
| Serial Number: | 77547603 | LEGENDARY |
| Serial Number: | 85331782 | LEGENDARY |
| Serial Number: | 85337912 | LEGENDARY |
| Serial Number: | 85337925 | LEGENDARY |
| Serial Number: | 78886660 | LEGENDARY |
| Serial Number: | 85267173 | |
| Serial Number: | 85712768 | PANTHEON PROJECT |

| | | |
|----------------|----------|--|
| Serial Number: | 85712667 | PANTHEON PROJECT |
| Serial Number: | 85712676 | PANTHEON PROJECT |
| Serial Number: | 85712687 | PANTHEON PROJECT |
| Serial Number: | 85712713 | PANTHEON PROJECT |
| Serial Number: | 85712698 | PANTHEON PROJECT |
| Serial Number: | 85712703 | PANTHEON PROJECT |
| Serial Number: | 85712724 | PANTHEON PROJECT |
| Serial Number: | 85787346 | WARNER BROS. AND LEGENDARY PICTURES PACIFIC RIM: TALES FROM YEAR ZERO |
| Serial Number: | 85616856 | JOHN TOWER |
| Serial Number: | 85616858 | JOHN TOWER |
| Serial Number: | 85616862 | THE TOWER CHRONICLES |
| Serial Number: | 85616864 | THE TOWER CHRONICLES |
| Serial Number: | 85616860 | THE TOWER CHRONICLES |

CORRESPONDENCE DATA

Fax Number: 7136515246
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 713-651-5567
Email: azohlen@yahoo.com
Correspondent Name: Annie Aymond / Fulbright & Jaworski LLP
Address Line 1: 1301 McKinney Street
Address Line 2: Suite 5100
Address Line 4: Houston, TEXAS 77010

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 11214417/TM SECURITY AGRE |
| NAME OF SUBMITTER: | Annie Aymond |
| Signature: | /Annie Aymond/ |
| Date: | 03/18/2013 |

Total Attachments: 18
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THE LIEN CREATED BY THIS INSTRUMENT ON CERTAIN OF THE PROPERTY OR ASSETS DESCRIBED HEREIN IS SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MARCH 13, 2013 AMONG JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS COLLATERAL AGENT, LEGEND PICTURES, LLC, LEGENDARY PICTURES FUNDING, LLC AND CERTAIN OTHER LOAN PARTIES REFERRED TO THEREIN, AS AMENDED FROM TIME TO TIME.

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of March 13, 2013

WHEREAS, Legendary Pictures Funding, LLC, a Delaware limited liability company (the “**Company**”), Legendary Finance, Inc., a Delaware corporation (the “**Co-Issuer**” and, together with the Company, the “**Issuers**”), Legend Pictures, LLC, a Delaware limited liability company (together with any successors, “**Parent**”) and the other Grantors referred to in the Pledge and Security Agreement defined below (together with the Company, the Co-Issuer and Parent, each, a “**Grantor**” and, collectively, the “**Grantors**”) 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, 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 thereof, and all reissues, extensions or renewals thereat), 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 Indenture dated as of March 13, 2013 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Indenture**”), among the Issuers, Parent, the other Guarantors referred to therein, and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee (in such capacity, the “**Trustee**”), the Issuers have issued their 8.0% Senior Secured Notes due 2018;

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of March 13, 2013 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “**Security Agreement**”); capitalized terms used herein and not otherwise defined shall have the meanings given to such

terms in the Security Agreement) entered into in connection with the Indenture by and among the Grantors and The Bank of New York Mellon Trust Company, N.A., in its capacity as Collateral Agent (in such capacity, the “**Collateral Agent**”), each Grantor has respectively granted to the Collateral Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Grantors, including, without limitation, all right, title and interest of the Grantors in, to and under all of the Grantors’ 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 the possession of the Grantors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Secured Obligations;

WHEREAS, in connection with the Indenture and the Security Agreement, the Grantors have entered into (i) an Intercreditor Agreement dated as of March 13, 2013 (as it may be amended or modified from time to time, the “**Intercreditor Agreement**”) with JPMorgan Chase Bank, N.A., as administrative agent for the First Priority Parties (the “**Administrative Agent**”), and the Collateral Agent, and (ii) the Additional Intercreditor Agreements; and

WHEREAS, the Collateral Agent and the Grantors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Collateral Agent for the benefit of the Secured Parties, as security for the Secured Obligations, a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following (all of the following items 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 the possession of the Grantors:

(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 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 the Grantors 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.

To the extent any Grantor adopts or acquires any 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, in each case that is not an Immaterial Trademark, such Grantor agrees to deliver a fully executed Trademark Security Agreement Supplement to the Collateral Agent promptly after such Grantor registers such Trademark or enters into such Trademark license, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Grantor, such further instruments or documents (in form and substance satisfactory to the Collateral Agent), and promptly perform, or cause to be promptly performed, upon the request of the Collateral 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 Collateral Agent, to carry out the provisions and purposes of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Collateral Agent for the benefit of the Secured Parties granted pursuant to the Security Agreement, this Trademark Security Agreement and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Each of the Grantors and the Collateral Agent does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent for the benefit of the Secured Parties, with respect to the security interest made and granted hereby, are subject to, and more fully set forth in, the Security 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 Secured Obligations (other than inchoate indemnification obligations) have been indefeasibly fully paid and performed, the Collateral Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Grantors, at the Grantors' request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary or proper to terminate the security interest of the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Collateral Agent pursuant to the terms hereof or of the Security Agreement.

Subject to the terms and conditions of the Security Agreement and the other Fundamental Documents, the Collateral Agent (on behalf of the Secured Parties) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING ARISING OUT OF OR

**RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE
TRANSACTIONS CONTEMPLATED HEREBY.**

The recitals contained herein shall be taken as the statements of the Grantors, and the Collateral Agent assumes no responsibility for their correctness. The Collateral Agent makes no representations as to the validity or sufficiency of this Trademark Security Agreement.

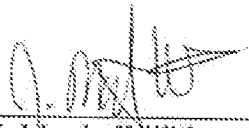
In the event of a conflict between this Trademark Security Agreement, on the one hand, and any of the Security Agreement, the Intercreditor Agreement or any of the Additional Intercreditor Agreements, on the other hand, the Security Agreement, the Intercreditor Agreement or such Additional Intercreditor Agreement, as the case may be, shall govern.

[Signature Page Follows]

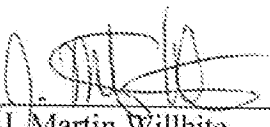
IN WITNESS WHEREOF, the Grantors and the Collateral Agent have executed this Trademark Security Agreement as of the date first written above.

GRANTORS:

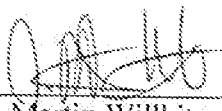
LEGENDARY PICTURES FUNDING, LLC

By: 
Name: J. Martin Willhite
Title: Secretary

LEGENDARY FINANCE, INC.

By: 
Name: J. Martin Willhite
Title: Secretary

LEGEND PICTURES, LLC

By: 
Name: J. Martin Willhite
Title: Secretary

BOGGART PRODUCTIONS US, LLC
EBBETS PRODUCTIONS, LLC
FORBES FIELDS LLC
LEGENDARY ASIAN PACIFIC, LLC
LEGENDARY COMICS, LLC
LEGENDARY PICTURES FILMS, LLC
LEGENDARY PICTURES PRODUCTIONS, LLC
LEGENDARY TELEVISION, LLC
LPOD, LLC
LPSCO, LLC
NAUTILUS PRODUCTIONS US, LLC
NERDIST INDUSTRIES LLC
PACRIM PRODUCTIONS, LLC
TRIUNE PRODUCTIONS US, LLC
NEMO PRODUCTIONS - CAN, INC.
PAC MONSTER RIM FILMS INC.
PENDLE MOUNTAIN PRODUCTIONS-CAN INC.

By: 

Name: J. Martin Willhite


Title: Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004984 FRAME: 0757

ACCEPTED:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: 
Name: Julie Hoffman-Ramos
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004984 FRAME: 0758

**Schedule A to Trademark
Security Agreement**

TRADEMARKS







Legend Pictures, LLC is the owner of the following trademarks.

| Trademark | Country | Appl. No. | Appl. Date | Class | Reg. No. | Reg. Date |
|-------------------------|----------------|------------------|-------------------|---------------|-----------------|------------------|
| LEGENDARY COMICS | Brazil | 830940642 | 02/14/2011 | 16 | | |
| LEGENDARY COMICS | Brazil | 830940650 | 02/14/2011 | 41 | | |
| LEGENDARY COMICS | China | 9150270 | 02/25/2011 | 16 | | |
| LEGENDARY COMICS | China | 9150271 | 02/25/2011 | 41 | | |
| LEGENDARY COMICS | Japan | 2011-006650 | 02/02/2011 | 16, 41 | 5428362 | 07/29/2011 |
| LEGENDARY COMICS | United States | 85/170775 | 11/05/2010 | 16 | | |
| LEGENDARY COMICS | United States | 85/170771 | 11/05/2010 | 41 | | |
| LEGENDARY EAST | Australia | 1461522 | 11/23/2011 | 9, 16, 28, 41 | | |
| LEGENDARY EAST | Brazil | 831273232 | 12/01/2011 | 9 | | |
| LEGENDARY EAST | Brazil | 831273267 | 12/01/2011 | 16 | | |
| LEGENDARY EAST | Brazil | 831273259 | 12/01/2011 | 28 | | |
| LEGENDARY EAST | Brazil | 831273240 | 12/01/2011 | 41 | | |
| LEGENDARY EAST | Canada | 1555286 | 12/07/2011 | n/a | | |
| LEGENDARY EAST | China | 10251467 | 11/30/2011 | 9 | | |
| LEGENDARY EAST | China | 10251466 | 11/30/2011 | 16 | | |
| LEGENDARY EAST | China | 10251465 | 11/30/2011 | 28 | | |
| LEGENDARY EAST | China | 10251464 | 11/30/2011 | 41 | | |
| LEGENDARY EAST | Japan | 2011-086312 | 12/01/2011 | 9, 16, 28, 42 | 5503103 | 06/22/2012 |
| LEGENDARY EAST | United States | 85/479402 | 11/22/2011 | 9, 16, 28, 42 | | |
| LEGENDARY ENTERTAINMENT | Brazil | 830948953 | 02/28/2011 | 9 | | |
| LEGENDARY ENTERTAINMENT | Brazil | 830948902 | 02/28/2011 | 28 | | |





EXECUTION

| Trademark | Country | Appl. No. | Appl. Date | Class | Reg. No. | Reg. Date |
|--------------------------|---------------|-------------|------------|--------------|----------|------------|
| LEGENDARY ENTERTAINMENT | Brazil | 830948783 | 02/28/2011 | 41 | | |
| LEGENDARY ENTERTAINMENT | China | 9206891 | 03/14/2011 | 9 | | |
| LEGENDARY ENTERTAINMENT | China | 9206892 | 03/14/2011 | 28 | | |
| LEGENDARY ENTERTAINMENT | China | 9206893 | 03/14/2011 | 41 | | |
| LEGENDARY ENTERTAINMENT | Japan | 2011-017547 | 03/10/2010 | 9, 28, 41 | 5443377 | 10/07/2011 |
| LEGENDARY ENTERTAINMENT | United States | 85/374921 | 07/19/2011 | 9, 28, 41 | | |
| LEGENDARY GRAPHIC NOVELS | Brazil | 830940669 | 02/14/2011 | 16 | | |
| LEGENDARY GRAPHIC NOVELS | Brazil | 830940677 | 02/14/2011 | 41 | | |
| LEGENDARY GRAPHIC NOVELS | China | 9150268 | 02/25/2011 | 16 | | |
| LEGENDARY GRAPHIC NOVELS | China | 9150269 | 02/25/2011 | 41 | | |
| LEGENDARY GRAPHIC NOVELS | Japan | 2011-006651 | 02/02/2011 | 16, 41 | 5428363 | 07/29/2011 |
| LEGENDARY GRAPHIC NOVELS | United States | 85/171989 | 11/08/2010 | 16 | | |
| LEGENDARY GRAPHIC NOVELS | United States | 85/171990 | 11/08/2010 | 41 | | |
| LEGENDARY PICTURES | Australia | 1407030 | 02/02/2011 | 9, 41 | | |
| LEGENDARY PICTURES | Brazil | 830940626 | 02/14/2011 | 9 | | |
| LEGENDARY PICTURES | Brazil | 830940634 | 02/14/2011 | 41 | | |
| LEGENDARY PICTURES | Canada | 1512518 | 01/25/2011 | n/a | | |
| LEGENDARY PICTURES | China | 9150272 | 02/25/2011 | 9 | | |
| LEGENDARY PICTURES | China | 9150273 | 02/25/2011 | 41 | | |
| LEGENDARY PICTURES | Japan | 2011-007250 | 02/04/2011 | 9, 41 | 5425967 | 07/15/2011 |
| LEGENDARY PICTURES | United States | 78/484868 | 09/16/2004 | 9, 41 | 3412677 | 04/15/2008 |
| LEGENDARY PUBLISHING | Brazil | 830940618 | 02/14/2011 | 16 | | |
| LEGENDARY PUBLISHING | Brazil | 830940693 | 02/14/2011 | 41 | | |
| LEGENDARY PUBLISHING | China | 9150266 | 02/25/2011 | 16 | | |
| LEGENDARY PUBLISHING | China | 9150267 | 02/25/2011 | 41 | | |









EXECUTION

| Trademark | Country | Appl. No. | Appl. Date | Class | Reg. No. | Reg. Date |
|---|---------------|-------------|------------|---------------|----------|------------|
| LEGENDARY PUBLISHING | Japan | 2011-006652 | 02/02/2011 | 16, 41 | 5428364 | 07/29/2011 |
| LEGENDARY PUBLISHING | United States | 85/171993 | 11/08/2010 | 16 | | |
| LEGENDARY PUBLISHING | United States | 85/171986 | 11/08/2010 | 41 | | |
| LEGENDARY TELEVISION | Japan | 2011-034347 | 05/19/2011 | 41 | 5456144 | 12/09/2011 |
| 传奇东方 | China | 10251276 | 11/30/2011 | 9 | | |
| 传奇东方 | China | 10251470 | 11/30/2011 | 16 | | |
| 传奇东方 | China | 10251469 | 11/30/2011 | 28 | | |
| 传奇东方 | China | 10251468 | 11/30/2011 | 41 | | |
|  | Australia | 1468695 | 01/24/2012 | 9, 16, 28, 41 | | |
|  | Brazil | 831298715 | 01/11/2012 | 9 | | |
|  | Brazil | 831298723 | 01/11/2012 | 16 | | |
|  | Brazil | 831298731 | 01/11/2012 | 28 | | |
|  | Brazil | 831298740 | 01/11/2012 | 41 | | |
|  | Canada | 1558972 | 01/09/2012 | n/a | | |




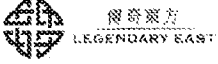
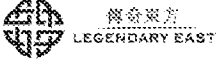
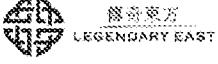

EXECUTION

| Trademark | Country | Appl. No. | Appl. Date | Class | Reg. No. | Reg. Date |
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|  | China | 10411637 | 01/11/2012 | 9 | | |
|  | China | 10411636 | 01/11/2012 | 16 | | |
|  | China | 10411635 | 01/11/2012 | 28 | | |
|  | China | 10411634 | 01/11/2012 | 41 | | |
|  | Japan | 2012-004005 | 01/24/2012 | 9, 16, 28, 41 | | |
|  | United States | 85/509418 | 01/05/2012 | 9, 16, 28, 41 | | |
|  | Australia | 1408577 | 02/10/2011 | 9, 41 | | |
|  | Brazil | 830943102 | 02/18/2011 | 9 | | |
|  | Brazil | 830943099 | 02/18/2011 | 41 | | |

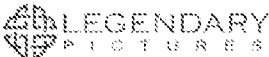
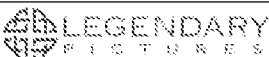
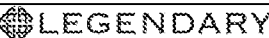
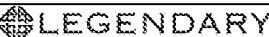
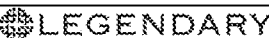
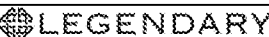
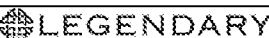
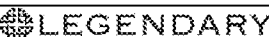
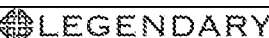
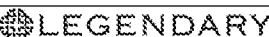
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|  LEGENDARY PICTURES | China | 9291149 | 04/01/2011 | 9 | | |
|  LEGENDARY PICTURES | China | 9291148 | 04/01/2011 | 41 | | |
|  傳奇東方 LEGENDARY EAST | Australia | 1468696 | 01/06/2012 | 9, 16, 28, 41 | | |
|  傳奇東方 LEGENDARY EAST | Brazil | 831298782 | 01/11/2012 | 9 | | |
|  傳奇東方 LEGENDARY EAST | Brazil | 831298774 | 01/11/2012 | 16 | | |
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















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|  | China | 10411639 | 01/11/2012 | 28 | | |
|  | China | 10411638 | 01/11/2012 | 41 | | |
|  | Japan | 2012-004004 | 01/24/2012 | 9, 16, 28, 41 | 5529553 | 10/19/2012 |
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

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|  LEGENDARY | United States | 85/337431 | 06/03/2011 | 16 | | |
|  LEGENDARY | United States | 85/337515 | 06/03/2011 | 28 | | |
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|  LEGENDARY | United States | 85/337912 | 06/3/2011 | 16 | | |
|  LEGENDARY | United States | 85/337925 | 06/03/2011 | 28 | | |
|  LEGENDARY | United States | 78/886660 | 05/18/2006 | 9, 41 | 3621043 | 05/12/2009 |
|  | Australia | 1414695 | 03/15/2011 | 9, 41 | 1414695 | 03/15/2011 |
|  | Brazil | 831195282 | 08/29/2011 | 9 | | |
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|  | Canada | 1518984 | 03/14/2011 | n/a | | |
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|  | European Community | 10016467 | 06/02/2011 | 9, 41 | | |
|  | Japan | 2011064843 | 03/14/2011 | 9, 41 | 5494911 | 05/18/2012 |
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| PANTHEON PROJECT | United States | 85/712703 | 08/24/2012 | 42 | | |
| PANTHEON PROJECT | United States | 85/712724 | 08/24/2012 | 45 | | |
| Warner Bros. and Legendary Pictures Pacific Rim: Tales From Year Zero | United States | 85/787346 | 11/26/2012 | 16 | | |
| JOHN TOWER | United States | 85/616856 | 05/04/2012 | 28 | | |
| JOHN TOWER | United States | 85/616858 | 05/04/2012 | 16 | | |
| THE TOWER CHRONICLES | United States | 85/616862 | 05/04/2012 | 28 | | |
| THE TOWER CHRONICLES | United States | 85/616864 | 05/04/2012 | 9 | | |
| THE TOWER CHRONICLES | United States | 85/616860 | 05/04/2012 | 41 | | |

**Schedule B to Trademark
Security Agreement**

TRADEMARK LICENSES

Legend Pictures, LLC licenses the below trademarks to Legendary Pictures Funding, LLC under that certain Second Amended and Restated Trademark License Agreement dated as of June 9, 2011 (as amended, supplemented or otherwise modified, renewed or replaced from time to time), by and between Legendary Pictures Funding, LLC and Legend Pictures, LLC.

| Trademark | Owner | Jurisdiction | Registration Number / Registration Date |
|---|----------------------|---------------------|--|
| LEGENDARY PICTURES | Legend Pictures, LLC | United States | 3412677 / April 15, 2008 |
|  LEGENDARY PICTURES | Legend Pictures, LLC | United States | 3621043 / May 12, 2009 |
|  LEGENDARY PICTURES | Legend Pictures, LLC | United States | 3656926 / July 21, 2009 |