

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403346

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCREEN MEDIA VENTURES, LLC		09/01/2009	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ISRAEL DISCOUNT BANK OF NEW YORK		
<b>Street Address:</b>	511 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4893420	POPCORNFLIX COMEDY	
<b>Registration Number:</b>	4655928	POPCORNFLIX KIDS	
<b>Registration Number:</b>	4649301	POPCORNFLIX.COM	
<b>Registration Number:</b>	4399612	FRIGHTPIX	
<b>Registration Number:</b>	4045201	P	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127986915		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212 326 0831		
<b>Email:</b>	tlee@pryorcashman.com		
<b>Correspondent Name:</b>	Teresa Lee, Esq.		
<b>Address Line 1:</b>	c/o Pryor Cashman LLP, 7 Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Teresa Lee		
<b>SIGNATURE:</b>	/tlee/		
<b>DATE SIGNED:</b>	10/26/2016		
<b>Total Attachments: 13</b>			
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page1.tif			

CH \$140.00 4893420

source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page2.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page3.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page4.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page5.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page6.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page7.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page8.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page9.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page10.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page11.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page12.tif  
source=09 01 09 AR Security Agreement (To Be Recorded) (002)#page13.tif

EXECUTED

AMENDED AND RESTATED SECURITY AGREEMENT

**THIS AMENDED AND RESTATED SECURITY AGREEMENT** dated as of September 1, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, this "Security Agreement"), among: (i) SCREEN MEDIA VENTURES, LLC, a Delaware limited liability company (the "Debtor"); and (ii) ISRAEL DISCOUNT BANK OF NEW YORK, as Administrative Agent for the Lenders under the Credit Agreement referred to below (in such capacity, the "Secured Party").

**WHEREAS**, pursuant to the terms of the Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Debtor, the Lenders named therein (the "Lenders"), ISRAEL DISCOUNT BANK OF NEW YORK, as Administrative Agent (in such capacity, the "Administrative Agent"), the Lenders have agreed to make loans (the "Loans") to the Borrowers, to refinance existing indebtedness, to finance permitted acquisitions, equity distributions and for other general business purposes;

**WHEREAS**, the Borrower, certain of the Lenders, and West LB AG, New York Branch, as agent, previously entered into that certain Security Agreement dated as of July 6, 2004, as modified by that certain First Amendment dated as of December 22, 2004 and that certain Second Amendment dated as of November 22, 2005 (the "Original Security Agreement");

**WHEREAS**, as of June 30, 2006, West LB AG, New York Branch resigned as agent under the Initial Credit Agreement and Israel Discount Bank of New York was appointed, as successor Administrative Agent under the Initial Credit Agreement; and

**WHEREAS**, to secure the performance and repayment of the Loans and the other Obligations of the Debtor under the Credit Agreement, the Debtor and the Secured Party desire to amend and restate the Original Security Agreement.

**NOW, THEREFORE**, in consideration of the above premises, the parties hereto agree as follows:

1. **DEFINITIONS.** When used in this Security Agreement:

"Beneficiaries" shall mean, collectively, the Administrative Agent and the Lenders (and their respective successors and assigns).

"Collateral" shall mean all of the Debtor's right, title and interest in and to all personal property, tangible and intangible, wherever located or situated and whether now owned, presently existing or hereafter acquired or created, including, but not limited to, goods, accounts, instruments, intercompany obligations, contract rights, partnership and joint venture interests, documents, chattel paper, general intangibles, goodwill, equipment, machinery, furniture, fixtures, office supplies, motor vehicles, machinery, paper, tools, computers, computer software and associated equipment, inventory, investment property, copyrights, trademarks, trade names, insurance proceeds, cash, deposit accounts, letter of credit rights and the Kovacs Note, and any proceeds thereof, products thereof or income therefrom, further including but not limited to, all of the Debtor's right, title and interest in and to each and every item of Product, the scenario, screenplay or script upon which an item of Product is based, all of the properties thereof, tangible and intangible, and all domestic and foreign copyrights and all other rights therein and

thereto, of every kind and character, whether now in existence or hereafter to be made or produced, and whether or not in possession of the Debtor, including with respect to each and every item of Product, and without limiting the foregoing language, each and all of the following particular rights and properties (to the extent they are now owned or hereafter created or acquired by the Debtor):

(i) all scenarios, screenplays and/or scripts at every stage thereof;

(ii) all common law and/or statutory copyright and other rights in all literary and other properties (hereinafter called "said literary properties") which form the basis of such item of Product and/or which are or will be incorporated into such item of Product, all component parts of such item of Product consisting of said literary properties, all motion picture rights in and to the story, all treatments of said story and said literary properties, together with all preliminary and final screenplays used and to be used in connection with such item of Product, and all other literary material upon which such item of Product is based or from which it is adapted;

(iii) all rights for all media in and to all music and musical compositions used and to be used in such item of Product, if any, including, each without limitation, all rights to record, rerecord, produce, reproduce or synchronize all of said music and musical compositions including without limitation reuse fees, royalties and all other amounts payable with respect to such music and musical compositions;

(iv) all tangible personal property relating to such item of Product, including, without limitation, all exposed film, developed film, positives, negatives, prints, positive prints, answer prints, special effects, preparing materials (including interpositives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of preprint elements), sound tracks, cutouts, trims, master tapes and any and all other physical properties of every kind and nature relating to such item of Product whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on film, videotape, disk or other optical or electronic media or otherwise and all music sheets and promotional materials relating to such item of Product (collectively, the "Physical Materials");

(v) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such item of Product including, without limitation, the following rights: all rights to produce remakes, sequels or prequels to such item of Product, based upon such item of Product, said literary properties or the theme of such item of Product and/or the text or any part of said literary properties; all rights throughout the world to broadcast, transmit and/or reproduce by means of television (including commercially sponsored, sustaining and subscription or "pay" television) or by streaming video or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such item of Product or any remake, sequel or prequel to the item of Product; all rights to produce primarily for television or similar use, a motion picture or series of motion pictures by use of film or any other recording device or medium now known or hereafter devised, based upon such item of Product, said literary properties or any part thereof, including, without limitation, based upon any script, scenario or the like used in such item of Product; all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with said literary properties, such item of Product, the title or titles of such item of Product, the characters of such item of Product and/or said literary properties and/or the names or characteristics of said characters and including further, without limitation, any and all commercial exploitation in connection with or related to such item of Product, any remake, sequel or prequel thereof and/or said literary properties;

(vi) all statutory copyrights, domestic and foreign, obtained or to be obtained on such item of Product, together with any and all copyrights obtained or to be obtained in connection with such item of Product or any underlying or component elements of such item of Product, including, in each case without limitation, all copyrights on the property described in subparagraphs (i) through (v) inclusive, of this definition, together with the right to copyright (and all rights to renew or extend such copyrights) and the right to sue in the name of any of the Debtor for past, present and future infringements of copyright;

(vii) all insurance policies and completion guaranties connected with such item of Product and all proceeds which may be derived therefrom;

(viii) all rights to distribute, sell, rent, license the exhibition of and otherwise exploit and turn to account such item of Product, the Physical Materials, the motion picture rights in and to the story and/or other literary material upon which such item of Product is based or from which it is adapted, and the music and musical compositions used or to be used in such item of Product;

(ix) any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC or otherwise) or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of such item of Product or any part of such item of Product, including, without limitation, all sums, proceeds, profits, products and increases, whether in money or otherwise, from the sale, rental or licensing of such item of Product and/or any of the elements of such item of Product including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies held in any Collection Account;

(x) the dramatic, nondramatic, stage, television, radio and publishing rights, title and interest in and to such item of Product, and the right to obtain copyrights and renewals of copyrights therein;

(xi) the name or title of such item of Product and all rights of the Debtor to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law;

(xii) any and all contract rights and/or chattel paper which may arise in connection with such item of Product;

(xiii) all accounts and/or other rights to payment which the Debtor presently owns or which may arise in favor of the Debtor in the future, including, without limitation, any refund or rebate in connection with a completion guaranty or otherwise, all accounts and/or rights to payment due from Persons in connection with the distribution of such item of Product, or from the exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with such item of Product;

(xiv) any and all "general intangibles" (as that term is defined in the UCC) not elsewhere included in this definition, including, without limitation, any and all general intangibles consisting of any right to payment which may arise in connection with the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favor of the Debtor for services or other performances by any third parties, including actors, writers, directors, individual producers and/or any and all other performing or nonperforming artists in any way connected with such item of Product, any and all general intangible rights in favor of the Debtor relating to licenses of sound or other equipment, or licenses for any photograph or photographic or other processes, and any and all general intangibles related to the distribution or exploitation of such item of Product including general

intangibles related to or which grow out of the exhibition of such item of Product and the exploitation of any and all other rights in such item of Product set out in this definition;

(xv) any and all goods including, without limitation, inventory (as that term is defined in the UCC) which may arise in connection with the creation, production or delivery of such item of Product and which goods pursuant to any production or distribution agreement or otherwise are owned by the Debtor and equipment (as that term is defined in the UCC);

(xvi) all and each of the rights, regardless of denomination, which arise in connection with the acquisition, creation, production, completion of production, delivery, distribution, or other exploitation of such item of Product, including, without limitation, any and all rights in favor of the Debtor, the ownership or control of which are or may become necessary or desirable, in the opinion of the Administrative Agent, in order to complete production of such item of Product in the event that the Administrative Agent exercises any rights it may have to take over and complete production of such item of Product;

(xvii) any and all documents issued by any pledgeholder or bailee with respect to such item of Product or any Physical Materials (whether or not in completed form) with respect thereto;

(xviii) any and all collection accounts, production accounts or other deposit or other accounts established by the Debtor with respect to such item of Product; and

(xix) any and all rights of the Debtor under any Acquisition Agreement, Eligible Contract, License Agreement, distribution agreement or other agreement relating to any item of Product, including but not limited to, all contracts which have been delivered to the Administrative Agent pursuant to the Credit Agreement.

"Event of Default" shall mean the occurrence of an Event Default as defined in the Credit Agreement.

"Product" shall mean (i) each Program and (ii) all physical elements sufficient to fully exploit the rights held by the Loan Parties in such Program

All terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement. All terms used but not otherwise defined herein or in the Credit Agreement shall have, where appropriate, their respective definitions as set forth in the Uniform Commercial Code as in effect in the State of New York.

2. **GRANT OF SECURITY INTEREST.** As security for the due and punctual payment of the Obligations (including post-petition interest, to the extent permitted by Applicable Law), the Debtor hereby mortgages, pledges, assigns, transfers, sets over, conveys and delivers to the Secured Party, for the benefit of the Beneficiaries, and grants to the Secured Party, for the benefit of the Beneficiaries, a continuing security interest in all of its right, title and interest in and to the Collateral.

3. **REPRESENTATIONS AND WARRANTIES OF THE DEBTOR.** The Debtor hereby represents and warrants to the Secured Party that:

(i) the execution, delivery, and performance of this Security Agreement by the Debtor will not (x) constitute a violation by the Debtor of any provision of Applicable Law or any order of any Governmental Authority applicable to the Debtor or any of its properties or assets, (y) violate any provision of the limited liability company agreement, operating agreement, memorandum and articles of

association ( as applicable) or any other organizational document of the Debtor or (z) violate, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or create any right to terminate, any Acquisition Agreement, Eligible Contract, License Agreement, indenture, agreement, bond, note or other material instrument to which the Debtor is a party or by which the Debtor or any of its properties or assets are bound, except to the extent such violation, breach, default or termination right could not reasonably be expected to have a Material Adverse Effect;

(ii) the execution, delivery and performance of this Security Agreement will not result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Debtor except as contemplated by this Security Agreement;

(iii) all authorizations, approvals, registrations or filings with any Governmental Authority (other than the filing of UCC-1 financing statements, the Copyright Security Agreement) or other Person required for the execution, delivery and performance by the Debtor of this Security Agreement have been duly obtained or made, or duly applied for, and are in full force and effect;

(iv) the Borrower owns no trademarks; and

(v) this Security Agreement, when executed and delivered, will create and grant to the Secured Party for the benefit of the Beneficiaries (upon the filing of the appropriate UCC-1 financing statements with the filing offices listed on Schedule 3.4 to the Credit Agreement, the Copyright Security Agreement and any Copyright Security Agreement . Supplements with the U.S. Copyright Office) a valid first priority perfected security interest in the Collateral subject only to Permitted Liens.

4. **COVENANTS OF THE DEBTOR.** The Debtor hereby covenants and agrees that the Debtor will:

(i) not grant, or grant an option to grant, any Lien over the Collateral or any portion thereof to any Person without prior written consent from the Secured Party (other than Permitted Liens), but in any event shall defend the Collateral against any and all Liens however arising (other than Permitted Liens); and

(ii) promptly notify the Secured Party in writing of any change of its jurisdiction of incorporation or other organization, the executive office or the principal place of business or locations where the Debtor keeps any material portion of the Collateral or its books and records with respect to the Collateral or any change in the name of the Debtor, but in each case no later than ten (10) days following such change.

5. **USE OF COLLATERAL.** So long as no Event of Default shall have occurred and be continuing, the Debtor may use the Collateral in any lawful manner not inconsistent with the terms hereof or the terms of the Credit Agreement or the other Loan Documents.

6. **THE SECURED PARTY'S RIGHTS AND REMEDIES UPON THE DEBTOR'S DEFAULT.**

(a) **Debtor To Hold in Trust.** Upon the Secured Party's request following the occurrence and during the continuance of an Event of Default, the Debtor will, upon receipt by it of any revenue, income, profits or other sums in which a security interest is granted by this Security Agreement, payable pursuant to any agreement or otherwise, or of any check, draft, note, trade acceptance or other instrument evidencing an obligation to pay any such sum, hold the sum or instrument in trust for the Beneficiaries, and forthwith, without any notice, demand or other action on the part of the Beneficiaries whatsoever (all notices, demands, or other actions on the part of the Beneficiaries being expressly

waived), endorse, transfer and deliver any such sums or instruments or both to the Secured Party to be applied to the repayment of the Obligations in accordance with the provisions of Section 6( d) hereof.

(b) Collections, etc. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, in its sole discretion, in its name or in the names of the Debtor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any of the Collateral, but shall be under no obligation so to do, or the Secured Party may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, or release, any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of the Debtor. The Secured Party will not be required to take any steps to preserve any rights against prior parties with rights to the Collateral. If the Debtor fails to make any payment or to take any action required hereunder, the Secured Party may make such payments and take all such actions as the Secured Party reasonably deems necessary to protect the Secured Party's security interests in the Collateral and/or the value thereof, and the Secured Party is hereby authorized (without limiting the general nature of the authority hereinabove conferred) to pay, purchase, contest or compromise any Liens which in the judgment of the Secured Party appear to be equal to, prior to or superior to the security interests of the Secured Party in the Collateral and any Liens not expressly permitted by this Security Agreement or the Credit Agreement.

(c) Possession, Sale of Collateral, etc. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may enter upon the premises of the Debtor or wherever else the Collateral may be, and take possession of the Collateral, and may demand and receive such possession from any Person who has possession thereof, and the Secured Party may take such measures as it may deem necessary or proper for the care or protection thereof, including the right to remove all or any portion of the Collateral, and with or without taking such possession may sell or cause to be sold, whenever the Secured party shall decide, in one or more sales or parcels, at such prices as the Secured Party may deem best, and for cash or on credit or for future delivery, without assumption of any credit risk, all or any portion of the Collateral, at any broker's board or at a public or private sale, without any demand of performance or notice of intention to sell or of the time or place of sale (except ten days' written notice to the Debtor of the time and place of any such sale or sales and such other notices as may be required by Applicable Law and cannot be waived), and any Person may be the purchaser of all or any portion of the Collateral so sold and thereafter hold the same absolutely, free (to the fullest extent permitted by Applicable Law) from any claim or right of whatever kind, including any equity of redemption, of the Debtor, any such demand, notice, claim, right or equity being hereby expressly waived and released to the fullest extent permitted by Applicable Law. At any sale or sales made pursuant to this Section 6, the Secured Party may bid for or purchase, free (to the fullest extent permitted by Applicable Law) from any claim or right of whatever kind, including any equity of redemption, of the Debtor, any such demand, notice, claim, right or equity being hereby expressly waived and released, any part of or all of the Collateral offered for sale, and may make any payment on account thereof by using any claim for moneys then due and payable to the Secured Party by the Debtor hereunder as a credit against the purchase price. The Secured Party shall in any such sale make no representations or warranties with respect to the Collateral or any part thereof, and the Secured Party shall not be chargeable with any of the obligations or liabilities of the Debtor. The Debtor hereby agrees that (i) it will indemnify and hold the Secured Party harmless from and against any and all claims with respect to the Collateral asserted before the taking of actual possession or control of the relevant Collateral by the Secured Party pursuant to this Section 6, or arising out of any act of or omission to act on the part of, any Person (other than the Secured Party) prior to such taking of actual possession or control by the Secured Party, or arising out of any act on the part of the Debtor or its agents before or after the commencement of such actual possession or control by the Secured Party and (ii) the Secured Party shall not have liability or obligation to the Debtor arising out of any such claim except for acts of willful misconduct or gross negligence by the Secured



Party or actions by the Secured Party not taken in good faith. In any action hereunder during the continuance of an Event of Default, the Secured Party shall be entitled to the appointment of a receiver, without notice, to take possession of all or any portion of the Collateral and to exercise such powers as the court shall confer upon the receiver. Notwithstanding the foregoing, upon the occurrence of an Event of Default, and during the continuation of such Event of Default, the Secured Party shall be entitled to apply, without prior notice to the Debtor except as may be required by Applicable Law, any cash or cash items constituting Collateral in the possession of the Secured Party to payment of the Obligations.

(d) Application of Proceeds. The Debtor further agrees that the Secured Party may apply any proceeds from the disposition of any of the Collateral towards payment of the Obligations in the manner set forth in the Credit Agreement.

(e) Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, the Debtor does hereby irrevocably make, constitute and appoint the Secured Party or any of its officers or designees its true and lawful attorney-in-fact with full power in the name of the Secured Party or the Debtor (i) to receive, open and dispose of all mail addressed to the Debtor and to endorse any notes, checks, drafts, money orders or other evidences of payment relating to the Collateral that may come into the possession of the Secured Party with full power and right to cause the Debtor's mail to be transferred to the Secured Party's own offices or otherwise, and to do any and all other acts necessary or proper to carry out the intent of this Security Agreement and grant the security interests hereunder, and the Debtor hereby ratifies and confirms all that the Secured Party or its substitutes shall properly do by virtue of this Section 6(e), (ii) to enforce the Debtor's rights under and pursuant to all agreements with respect to the Collateral, all for the sole benefit of the Secured Party and to enter into such other agreements as may be necessary or appropriate in the judgment of the Secured Party to complete the production, distribution or exploitation of any item of Product which is included in the Collateral, (iii) to enter into and perform such agreements as maybe necessary in order to carry out the terms, covenants and conditions of the Credit Agreement and the other Loan Documents which are required to be observed or performed by the Debtor, (iv) to execute such other and further mortgages, pledges and assignments of the Collateral, and related instruments or agreements, as the Secured Party may reasonably require for the purpose of perfecting, protecting, maintaining or enforcing the security interest granted to the Secured Party on behalf of the Beneficiaries hereunder and under the Credit Agreement and the other Loan Documents and (v) to do any and all other things necessary or proper to carry out the intention of this Security Agreement and the grant of the security interest hereunder and under the Credit Agreement and the other Loan Documents. Each appointment under this Section 6(e) is coupled with interests, and shall be irrevocable without the prior written consent of the Secured Party. The Debtor hereby ratifies and confirms in advance all that the Secured Party as such attorney-in-fact or its substitutes shall properly do by virtue of this power of attorney. In the event the Secured Party exercises the power of attorney granted herein, the Secured Party shall, concurrently with such exercise, provide written notice to the Debtor in accordance with Section 12 hereof.

7. FINANCING STATEMENTS AND PAYMENT DIRECTIONS. So long as the security interest of the Secured Party (on behalf of the Beneficiaries) in the Collateral shall not have terminated pursuant to Section 9 hereof, the Debtor hereby authorizes the Secured Party to file UCC-1 financing statements and any amendments thereto or continuations thereof and any other appropriate security documents or instruments (including, without limitation, Copyright Security Agreement, Copyright Security Agreement Supplements) and to give any notices necessary or desirable to perfect the Lien in the Collateral in all cases with regard to the Collateral without the signature of the Debtor or to execute such items as attorney-in-fact for the Debtor. In the event the Secured Party exercises the power of attorney granted herein, the Secured Party shall, concurrently with such exercise, provide written notice to the Debtor in accordance with Section 12 hereof. The Debtor further authorizes the Secured Party, so long as an Event of Default shall have occurred and be continuing, to notify any account debtor that all sums payable to the

Debtor relating to the Collateral shall be paid as provided herein or as otherwise directed by the Secured Party and to confirm directly with account Debtor the amounts payable by them to the Debtor with regard to the Collateral and the terms of all accounts receivable.

8. **REMEDIES NOT EXCLUSIVE.** The remedies conferred upon or reserved to the Secured Party in this Security Agreement are intended to be in addition to, and not in limitation of, any other remedy or remedies available to the Secured Party. Without limiting the generality of the foregoing, the Secured Party and the Beneficiaries shall have all rights and remedies of a secured creditor under Article 9 of the UCC or other Applicable Law.

9. **TERMINATION.** The security interests granted under this Security Agreement shall terminate when all of the Obligations of the Debtor under the Credit Agreement and the other Loan Documents shall have been fully and indefeasibly paid and performed and the Commitments under the Credit Agreement have terminated. At such time, all rights to the Collateral pledged or assigned by the Debtor shall revert to the Debtor. Upon such termination the Secured Party will, at the expense of the Debtor, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such termination.

10. **RELEASE OF COLLATERAL.** Unless an Event of Default shall have occurred and be continuing, upon request by a Debtor to the Secured Party in writing, the Secured Party shall release its security interest in any Collateral sold by the Debtor in compliance with the terms of the Credit Agreement and the other Loan Documents.

11. **FURTHER ASSURANCES.** The Debtor agrees that the Debtor will from time to time, at the request of the Secured Party: (i) duly execute and deliver, or cause to be duly executed and delivered, at the cost and expense of the Debtor, such further instruments as may be appropriate in the reasonable judgment of the Secured Party to carry out the provisions and purposes of this Security Agreement; (ii) promptly execute and deliver or cause to be executed and delivered, at the cost and expense of the Debtor, such further instruments as maybe appropriate in the reasonable judgment of the Secured Party, to provide the Secured Party (on behalf of the Beneficiaries) a first perfected Lien in the Collateral and any and all documents (including, without limitation, the execution, amendment or supplementation of any financing statement and continuation statement or other statement) for filing under the provisions of the UCC and the rules and regulations thereunder, or any other statute, rule or regulation of any applicable foreign, federal, state or local jurisdiction, and perform or cause to be performed such other ministerial acts which are necessary or advisable, from time to time, in order to grant and maintain in favor of the Secured Party (on behalf of the Beneficiaries) the security interest in the Collateral contemplated hereunder; and (iii) promptly undertake to deliver or cause to be delivered to the Secured Party, such other documentation, consents, authorizations and approvals in form and substance reasonably necessary or advisable to perfect or maintain the Liens of the Secured Party for the benefit of the Beneficiaries.

12. **NOTICE.** If any notification of intended disposition of any of the Collateral or of any other act by the Secured Party is required by law insofar as is relevant to and concerns the Collateral and/or the security interests granted hereby and a specific time period is not stated therein such notification given at least ten days before such disposition or act, shall be deemed reasonably and properly given. Unless otherwise specifically provided herein, any notice or other Communication herein required or permitted to be given shall be in writing and may be personally served, sent by facsimile or sent by certified or registered mail and shall be deemed to have been given when delivered in person, upon receipt of facsimile or four Business Days after deposit in the mail, registered or certified return receipt requested, with postage prepaid and properly addressed. All notices under this Security Agreement shall be in accordance with, and at the addresses set forth in, the Credit Agreement.

13. **NON-WAIVER OF RIGHTS AND REMEDIES.** No delay or failure on the part of the Secured Party in the exercise of any right or remedy shall operate as a waiver thereof, no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy and no course of dealing between the parties shall operate as a waiver of any right or remedy of the Secured Party.

14. **CHOICE OF LAW.** THIS SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OR ANY SIMILAR SUCCESSOR PROVISION THERETO) BUT EXCLUDING ANY OTHER CONFLICTS-OF-LAW RULES.

15. **WAIVER OF JURY TRIAL.** TO THE EXTENT NOT PROHIDITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS SECURITY AGREEMENT, THE SUBJECT MATTER HEREOF, ANY OTHER LOAN DOCUMENT OR THE SUBJECT MATTER THEREOF, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THE PROVISIONS OF THIS SECTION CONSTITUTE A MATERIAL INDUCEMENT UPON WHICH SUCH OTHER PARTIES HAVE RELIED, ARE RELYING AND WILL RELY IN ENTERING INTO THIS SECURITY AGREEMENT AND ANY OTHER LOAN DOCUMENT. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY TO THE WAIVER OF ITS RIGHTS TO TRIAL BY JURY.

16. **WAIVER WITH RESPECT TO DAMAGES.** THE DEBTOR ACKNOWLEDGES THAT NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER HAS ANY FIDUCIARY RELATIONSHIP WITH, OR FIDUCIARY DUTY TO, THE DEBTOR ARISING OUT OF OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND THE RELATIONSHIP BETWEEN THE ADMINISTRATIVE AGENT AND THE LENDERS, ON THE ONE HAND, AND THE DEBTOR, ON THE OTHER HAND, IN CONNECTION THEREWITH IS SOLELY THAT OF DEBTOR AND CREDITOR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DEBTOR SHALL NOT ASSERT, AND THE DEBTOR HEREBY WAIVES, ANY CLAIMS AGAINST THE ADMINISTRATIVE AGENT AND THE LENDERS ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS SECURITY AGREEMENT, ANY LOAN DOCUMENT, ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

17. **SERVICE OF PROCESS.** EACH PARTY HERETO (EACH A "SUBMITTING PARTY") HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF NEW YORK IN NEW YORK COUNTY AND TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THIS SECURITY AGREEMENT, THE

SUBJECT MATTER HEREOF, ANY OTHER LOAN DOCUMENT AND THE SUBJECT MATTER THEREOF. EACH SUBMITTING PARTY TO THE EXTENT PERMITTED BY APPLICABLE LAW (A) HEREBY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN THE ABOVE-NAMED COURTS, ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SUCH COURTS, THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS SECURITY AGREEMENT, THE SUBJECT MATTER HEREOF, THE OTHER LOAN DOCUMENT OR THE SUBJECT MATTER THEREOF (AS APPLICABLE) MAY NOT BE ENFORCED IN OR BY SUCH COURT AND (B) HEREBY WAIVES THE RIGHT TO ASSERT IN ANY SUCH ACTION, SUIT OR PROCEEDING ANY OFFSETS OR COUNTERCLAIMS EXCEPT COUNTERCLAIMS THAT ARE COMPULSORY OR OTHERWISE ARISE FROM THE SAME SUBJECT MATTER. EACH SUBMITTING PARTY HEREBY CONSENTS TO SERVICE OF PROCESS BY MAIL AT THE ADDRESS TO WHICH NOTICES ARE TO BE GIVEN TO IT PURSUANT TO SECTION 12 HEREOF. EACH SUBMITTING PARTY AGREES THAT ITS SUBMISSION TO JURISDICTION AND CONSENT TO SERVICE OF PROCESS BY MAIL IS MADE FOR THE EXPRESS BENEFIT OF EACH OF THE OTHER SUBMITTING PARTIES. FINAL JUDGMENT AGAINST ANY SUBMITTING PARTY IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE, AND MAY BE ENFORCED IN ANY OTHER JURISDICTION (X) BY SUIT, ACTION OR PROCEEDING ON THE JUDGMENT, A CERTIFIED OR TRUE COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND OF THE AMOUNT OF INDEBTEDNESS OR LIABILITY OF THE SUBMITTING PARTY THEREIN DESCRIBED OR (Y) IN ANY OTHER MANNER PROVIDED BY OR PURSUANT TO THE LAWS OF SUCH OTHER JURISDICTION, PROVIDED, HOWEVER, THAT THE ADMINISTRATIVE AGENT OR A LENDER MAY AT ITS OPTION BRING SUIT, OR INSTITUTE OTHER JUDICIAL PROCEEDINGS AGAINST A SUBMITTING PARTY OR ANY OF ITS ASSETS IN ANY STATE OR FEDERAL COURT OF THE UNITED STATES OR OF ANY COUNTRY OR PLACE WHERE THE SUBMITTING PARTY OR SUCH ASSETS MAY BE FOUND.

18. SEVERABILITY. This Security Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Security Agreement shall be prohibited by or invalidated under Applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement, and the parties hereto agree to negotiate in good faith a provision to replace the ineffective provision, such provision to be as similar in effect and intent as the ineffective provision as permissible.

19. AMENDMENTS. This Security Agreement may not be amended except by a writing signed by the parties hereto.

20. SUCCESSORS AND ASSIGNS. The rights and privileges of the parties hereunder shall inure to the benefit of their respective successors and assigns and the obligations of the parties hereunder shall be binding on their respective successors and assigns.

21. COUNTERPARTS. This Security Agreement may be executed simultaneously in any number of counterparts, all of which taken together will constitute one agreement. Any party hereto may execute this Security Agreement by signing any such counterpart.

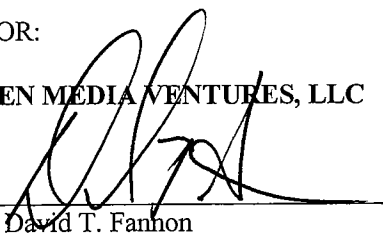
**22.** Amendment and Restatement. The amendment and restatement effected by this Security Agreement is being made without interruption or break in continuity and nothing in this Security Agreement shall impair, limit or affect the security interests heretofore granted, pledged and/or assigned to Administrative Agent or West LB AG as security for the Obligations under the Original Security Agreement, the Initial Credit Agreement and the Original Credit Agreement. Except as herein specifically stated, all other Loan Documents and related documents and agreements relating to the Original Security Agreement, the Initial Credit Agreement and the Original Credit Agreement in effect as of the execution of this Security Agreement shall remain in full force and effect in accordance with their original terms as may have been heretofore amended and all references therein to the Original Security Agreement shall be deemed to be references to this Security Agreement.

[Signatures on next Page.]

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement to be duly executed as of the date and year first above written.

DEBTOR:

SCREEN MEDIA VENTURES, LLC

By:   
Name: David T. Fannon  
Title: Executive Vice President and Secretary

SECURED PARTY:

ISRAEL DISCOUNT BANK OF NEW YORK,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement to be duly executed as of the date and year first above written.

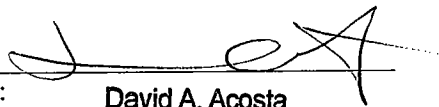
DEBTOR:

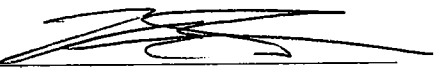
**SCREEN MEDIA VENTURES, LLC**

By: \_\_\_\_\_  
Name: David T. Fannon  
Title: Executive Vice President and Secretary

SECURED PARTY:

**ISRAEL DISCOUNT BANK OF NEW YORK,**  
as Administrative Agent

By:   
Name: **David A. Acosta**  
Title: **Senior Vice President**

By:   
Name: **Michael Paul**  
Title: **Vice President**