

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|-------------------------------------|
| Movie Gallery US, LLC | | 03/08/2007 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | CapitalSource Finance LLC |
| Street Address: | 4445 Willard Avenue |
| Internal Address: | Twelfth Floor |
| City: | Chevy Chase |
| State/Country: | MARYLAND |
| Postal Code: | 20815 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 28

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 1798262 | MOVIE GALLERY |
| Registration Number: | 2518769 | MOVIE GALLERY |
| Registration Number: | 1432368 | MOVIE GALLERY |
| Registration Number: | 2433463 | MOVIEGALLERY.COM |
| Registration Number: | 2440747 | MOVIEGALLERY.COM |
| Registration Number: | 2929469 | MOVIE GALLERY FAST FOWARD |
| Registration Number: | 3044067 | QUIET TIME GUARANTEED |
| Registration Number: | 2714013 | SUN AND SOUL |
| Registration Number: | 2741706 | SUN AND SOUL |
| Registration Number: | 2687083 | SUN AND SOUL |
| Registration Number: | 1927616 | GAME ZONE |
| Registration Number: | 2922155 | GAME ZONE |
| Registration Number: | 1654006 | VIDEO UPDATE |

CH \$715.00 1798262

| | | |
|----------------------|----------|----------------------------|
| Registration Number: | 1663728 | VIDEO UPDATE |
| Registration Number: | 1654603 | VIDEO UPDATE |
| Registration Number: | 2383834 | VIDEO UPDATE |
| Registration Number: | 2230693 | HERE. NOW. GUARANTEED. |
| Registration Number: | 1665301 | THE VIDEO CONNECTION |
| Registration Number: | 1683279 | VIDEO CONNECTION |
| Registration Number: | 1893385 | THE PLAYERS EDGE |
| Registration Number: | 2555865 | NC-55 NO CHILDREN UNDER 55 |
| Registration Number: | 2558734 | SILVER SCREEN CLUB |
| Registration Number: | 3039640 | PLAY ON PROMISE |
| Registration Number: | 2944625 | GAMEAPALOOZA |
| Registration Number: | 3081356 | PLAY.NOW.GUARANTEED. |
| Registration Number: | 3064694 | PLAY ON |
| Registration Number: | 1665300 | VIDEO CONNECTION |
| Serial Number: | 76626166 | GUARANTEED PRE-PLAYED |

CORRESPONDENCE DATA

Fax Number: (917)777-2432
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-2432
Email: mfagin@skadden.com
Correspondent Name: Matthew Fagin
Address Line 1: 4 Times Square
Address Line 2: 27-420
Address Line 4: New York, NEW YORK 10036

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 244130/1061 |
| NAME OF SUBMITTER: | Matthew Fagin |
| Signature: | /Matthew Fagin/ |
| Date: | 07/12/2007 |

Total Attachments: 7

source=2nd Lien Trademark MGUS#page1.tif
source=2nd Lien Trademark MGUS#page2.tif
source=2nd Lien Trademark MGUS#page3.tif
source=2nd Lien Trademark MGUS#page4.tif
source=2nd Lien Trademark MGUS#page5.tif
source=2nd Lien Trademark MGUS#page6.tif
source=2nd Lien Trademark MGUS#page7.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 8, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of **MOVIE GALLERY US, LLC** (the Grantor") and **CAPITALSOURCE FINANCE LLC**, having an address at 4445 Willard Avenue, Twelfth Floor, Chevy Chase, MD 20815 in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is a party to a Pledge and Security Agreement (Second Lien) dated as of March 8, 2007 (the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest

granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to the conflicts of law principles thereof.

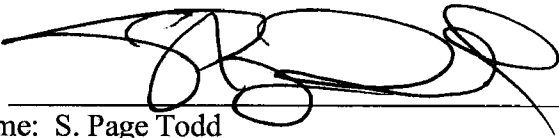
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOVIE GALLERY US, LLC, a Delaware
limited liability company

By: Movie Gallery, Inc., its sole member and
manager

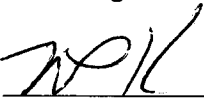
By: 
Name: S. Page Todd
Title: Executive Vice President, Secretary and
General Counsel

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003579 FRAME: 0427

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC
as Collateral Agent

By: 
Name: Michael Keller
Title: Director

Signature Page to Second Lien Trademark Security Agreement

1213276-New York Server 7A

TRADEMARK
REEL: 003579 FRAME: 0428

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE I
to Trademark Security Agreement

MOVIE GALLERY US, LLC

Registered U.S. Trademarks

| <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|-------------------------------------|-------------------------|--------------------------|
| U.S. | Movie Gallery | 1,798,262 | 10/12/1993 |
| U.S. | Movie Gallery & Design | 2,518,769 | 12/11/2001 |
| U.S. | Movie Gallery & Design | 1,432,368 | 03/10/1987 |
| U.S. | MovieGallery.com | 2,433,463 | 03/06/2001 |
| U.S. | MovieGallery.com & Design | 2,440,747 | 04/03/2001 |
| U.S. | Movie Gallery Fast Forward & Design | 2,929,469 | 04/01/2005 |
| U.S. | Quiet Time Guaranteed | 3,044,067 | 01/17/2006 |
| U.S. | Sun and Soul | 2,714,013 | 05/06/2003 |
| U.S. | Sun and Soul | 2,741,706 | 07/29/2003 |
| U.S. | Sun and Soul & Design | 2,687,083 | 02/11/2003 |
| U.S. | Game Zone | 1,927,616 | 10/17/1995 |
| U.S. | Game Zone & Design | 2,922,155 | 02/01/2005 |
| U.S. | Video Update & Design | 1,654,006 | 08/13/1991 |
| U.S. | Video Update & Design | 1,663,728 | 11/05/1991 |
| U.S. | Video Update & Design | 1,654,603 | 08/20/1991 |
| U.S. | Video Update and Design | 2,383,834 | 9/5/2000 |
| U.S. | Here. Now. Guaranteed. | 2,230,693 | 03/09/1999 |

| <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|--------------------------------|-------------------------|--------------------------|
| U.S. | Video Connection | 1,665,301 | 11/19/1991 |
| U.S. | Video Connection & Design | 1,683,279 | 04/14/1992 |
| U.S. | The Players Edge & Design | 1,893,385 | 05/09/1995 |
| U.S. | NC - 55 - No Children Under 55 | 2,555,865 | 04/02/2002 |
| U.S. | Silver Screen Club | 2,558,734 | 04/09/2002 |
| U.S. | Play On Promise | 3039640 | 01/10/2006 |
| U.S. | Gameapalooza | 2944625 | 04/26/2005 |
| U.S. | Play.Now.Guaranteed | 3081356 | 04/12/2006 |
| U.S. | Play On | 3064694 | 3/7/2006 |
| U.S. | Video Connection & Design | 1,665,300 | 11/19/1991 |

Pending U.S. Trademark Applications

| <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------|--------------------------------|-------------------|--------------------|
| U.S. | Guaranteed Pre-Played & Design | 76/626,166 | 12/28/2004 |

Trademark Licenses

Movie Gallery US, LLC licenses limited rights to use and display its trademarks in the ordinary course of business in advertising and promotional agreements.

There may be single store license agreements with individual store owners who were not acquired in past acquisitions of Movie Gallery.