

Form PTO-1594 (Rev. 01-09)
IMB Collection 0651-0027 (exp. 02/28/2009)

10-07-2009

DEPARTMENT OF COMMERCE
Patents Patent and Trademark Office

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To the Director of the U. S. Patent and Trade... or the new address(es) below.

10-7-09

| | | | |
|---|--|--|--|
| 1. Name of conveying party(ies): Blockbuster Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware Corporation</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>USA-Delaware</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>U.S. Bank National Association</u> Internal Address: <u>as Collateral Agent</u> Street Address: <u>60 Livingston Avenue, EP-MN-WS3C</u> City: <u>St. Paul</u> State: <u>MN</u> Country: <u>USA</u> Zip: <u>55107-2292</u> <input checked="" type="checkbox"/> Association Citizenship <u>US</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship <u>German</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) | |
| 3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>10/01/2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ | | 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Schedule I B. Trademark Registration No.(s) See Schedule I Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): | | | |
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Michael Violet</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>4400 Easton Commons Way, Suite 125</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43219</u> Phone Number: <u>800-713-0728</u> Fax Number: <u>800-516-6304</u> Email Address: <u>michael.violet@wolterskluwer.com</u> | | 6. Total number of applications and registrations involved: 108 | |
| | | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>2715</u> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed | |
| | | 8. Payment Information: Deposit Account Number <u>10/06/2009 NJANA1 00000030 73752103</u> Authorized <u>01 FC:8521</u> <u>066 FC:4582</u> | |
| 9. Signature: <u>Michael E. Violet</u> Signature MICHAEL E. VIOLET Name of Person Signing | | 10/02/09 Date Total number of pages including cover sheet, attachments, and document: 13 | |



48.00 OP
2675.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450






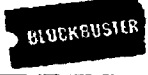


Patents
Blockbuster Inc.




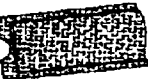




| Owner | Title | Application No/ Filing Date | Patent No/ Issue Date |
|------------------|--|--------------------------------|--------------------------|
| Blockbuster Inc. | SYSTEM AND METHOD FOR PROVISIONING AUDIOVISUAL WORKS | 10842147 5/10/2004 | Pending |
| | SYSTEM AND METHOD FOR FULFILLING A MEDIA REQUEST | 11133874 5/19/2005 | Pending |
| | SYSTEM AND METHOD FOR PROCESSING MEDIA REQUESTS | 11172731 6/30/2005 | Pending |
| | METHOD AND SYSTEM FOR DELIVERING ON DEMAND, INDIVIDUALLY TARGETED PROMOTIONS | 8261909 6/15/1994 | 5459306 10/17/1995 |
| | NETWORK CONFIGURED FOR DELIVERY OF CONTENT FOR DOWNLOAD TO A RECIPIENT | 09827481 4/6/2001 | 7024466 4/4/2006 |
| | SECURE DIGITAL CONTENT LICENSING SYSTEM AND METHOD | 09827469 4/6/2001 | 7155415 12/26/2006 |
| | NETWORK GEO-LOCATION SYSTEM | 10704519 1/6/2003 | 7200658 4/3/2007 |





**US Federal Trademarks
Blockbuster Inc.**






| Owner | Mark | Application No/ Filing Date | Registration No/ Registration Date |
|------------------|--|--------------------------------|---------------------------------------|
| Blockbuster Inc. | AMERICA'S FAMILY VIDEO STORE | 73752103 9/14/1988 | 1606783 7/17/1990 |
| Blockbuster Inc. | ANY WAY YOU WANT IT | 77694664 3/19/2009 | Pending |
| Blockbuster Inc. | BLOCK BUSTER | 73192414 11/7/1978 | 1131418 2/26/1980 |
| Blockbuster Inc. | BLOCKBUSTER | 77453895 4/21/2008 | 3661761 7/28/2009 |
| Blockbuster Inc. | BLOCKBUSTER | 78431836 6/8/2004 | 2970581 7/19/2005 |
| Blockbuster Inc. | BLOCKBUSTER | 74483720 1/28/1994 | 1868690 12/20/1994 |
| Blockbuster Inc. | BLOCKBUSTER | 74452130 10/25/1993 | 1891727 4/25/1995 |
| Blockbuster Inc. | BLOCKBUSTER | 74426588 8/20/1993 | 1873269 1/10/1995 |
| Blockbuster Inc. | BLOCKBUSTER | 74313601 9/14/1992 | 1771243 5/18/1993 |
| Blockbuster Inc. | BLOCKBUSTER | 74235863 1/8/1992 | 1738553 12/8/1992 |
| Blockbuster Inc. | BLOCKBUSTER | 74235862 1/8/1992 | 1802394 11/2/1993 |
| Blockbuster Inc. | BLOCKBUSTER | 73833679 10/25/1989 | 1601598 6/12/1990 |
| Blockbuster Inc. | BLOCKBUSTER | 73684181 9/11/1987 | 1491589 6/7/1988 |
| Blockbuster Inc. | BLOCKBUSTER ENTERTAINMENT PASS  | 76281389 7/6/2001 | 2915473 1/4/2005 |
| Blockbuster Inc. | BLOCKBUSTER FAVORITES | 76231436 3/27/2001 | 2597577 7/23/2002 |
| Blockbuster Inc. | BLOCKBUSTER FLIP CARD | 78424645 5/25/2004 | 2981073 8/2/2005 |
| Blockbuster Inc. | BLOCKBUSTER GAME PASS | 78424632 5/25/2004 | 2981072 8/2/2005 |
| Blockbuster Inc. | BLOCKBUSTER GAME PASS  | 78452615 7/19/2004 | 2981186 8/2/2005 |
| Blockbuster Inc. | BLOCKBUSTER GIFTCARD | 74641274 3/2/1995 | 2049663 4/1/1997 |
| Blockbuster Inc. | BLOCKBUSTER KIDS | 73835048 10/25/1989 | 1601492 6/12/1990 |
| Blockbuster Inc. | BLOCKBUSTER KIDS | 73752100 9/14/1988 | 1575714 1/2/1990 |





| Owner | Mark | Application No./ Filing Date | Registration No/ Registration Date |
|------------------|---|---------------------------------|---------------------------------------|
| Blockbuster Inc. | BLOCKBUSTER KIDS  | 74042304 3/23/1990 | 1652678 7/30/1991 |
| Blockbuster Inc. | BLOCKBUSTER KIDS  | 74042303 3/23/1990 | 1637878 3/12/1991 |
| Blockbuster Inc. | BLOCKBUSTER MEDIA | 77355890 12/19/2007 | 3493765 8/26/2008 |
| Blockbuster Inc. | BLOCKBUSTER MEDIA | 77355915 12/19/2007 | 3493766 8/26/2008 |
| Blockbuster Inc. | BLOCKBUSTER MOVIE PASS | 78424626 5/25/2004 | 2967024 7/12/2005 |
| Blockbuster Inc. | BLOCKBUSTER MOVIE PASS  | 78452628 7/19/2004 | 2967198 7/12/2005 |
| Blockbuster Inc. | BLOCKBUSTER NIGHT | 78260428 6/10/2003 | 2953470 5/17/2005 |
| Blockbuster Inc. | BLOCKBUSTER ONDEMAND | 77650037 1/15/2009 | 3666315 8/11/2009 |
| Blockbuster Inc. | BLOCKBUSTER ONLINE | 78394660 4/1/2004 | 2993353 9/6/2005 |
| Blockbuster Inc. | BLOCKBUSTER PREVIOUSLY PLAYED GAMES  | 76128570 9/14/2000 | 2852330 6/15/2004 |
| Blockbuster Inc. | BLOCKBUSTER REWARDS  | 76104432 8/7/2000 | 2616659 9/10/2002 |
| Blockbuster Inc. | BLOCKBUSTER TOTAL ACCESS  | 77037455 11/6/2006 | Pending |
| Blockbuster Inc. | BLOCKBUSTER TOTAL ACCESS | 77308278 10/19/2007 | Pending |
| Blockbuster Inc. | BLOCKBUSTER VIDEO | 74175657 6/11/1991 | 1723840 10/13/1992 |
| Blockbuster Inc. | BLOCKBUSTER VIDEO | 74175658 6/11/1991 | 1710127 8/25/1992 |
| Blockbuster Inc. | BLOCKBUSTER VIDEO | 74175662 6/11/1991 | 1736470 12/1/1992 |
| Blockbuster Inc. | BLOCKBUSTER VIDEO | 73833677 10/25/1989 | 1603163 6/19/1990 |
| Blockbuster Inc. | BLOCKBUSTER VIDEO  | 74562064 8/17/1994 | 1962792 3/19/1996 |
| Blockbuster Inc. | BLOCKBUSTER VIDEO  | 74363905 3/2/1993 | 1806588 11/23/1993 |

| Owner | Mark | Application No/ Filing Date | Registration No/ Registration Date |
|-------------------|--|--------------------------------|---------------------------------------|
| Blockbuster Inc. | BLOCKBUSTER VIDEO  | 74175651 6/11/1991 | 1721375 10/6/1992 |
| Blockbuster Inc. | BLOCKBUSTER VIDEO  | 74175654 6/11/1991 | 1721846 10/6/1992 |
| Blockbuster, Inc. | BLOCKBUSTER VIDEO  | 73833741 10/25/1989 | 1630441 1/1/1991 |
| Blockbuster Inc. | BLOCKBUSTER VIDEO  | 73833678 10/25/1989 | 1601597 6/12/1990 |
| Blockbuster Inc. | BLOCKBUSTER VIDEOS  | 73576902 1/9/1986 | 1413706 10/14/1986 |
| Blockbuster Inc. | BLOCKBUSTER BLOCKBUSTER | 75323166 7/11/1997 | 2175057 7/21/1998 |
| Blockbuster Inc. | BLOCKBUSTER  | 75223007 1/9/1997 | 2135572 2/10/1998 |
| Blockbuster Inc. | BLOCKBUSTER.COM | 75733099 6/21/1999 | 2357416 6/13/2000 |
| Blockbuster Inc. | BLOCK-BUSTERS | 73723732 4/21/1988 | 1542484 6/6/1989 |
| Blockbuster Inc. | CARL | 78134830 6/11/2002 | 2771627 10/7/2003 |
| Blockbuster Inc. | CARL & RAY | 76453139 9/26/2002 | 2763900 9/16/2003 |
| Blockbuster Inc. | CARL & RAY | 78097658 12/11/2001 | 2757530 8/26/2003 |
| Blockbuster Inc. | CIRCUS FRESH | 78041865 1/5/2001 | 2684721 2/4/2003 |
| Blockbuster Inc. | Design Only  | 78453544 7/20/2004 | 2995113 9/13/2005 |
| Blockbuster Inc. | Design Only  | 74562060 8/17/1994 | 2022821 12/17/1996 |

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|------------------|--|--------------------------------|---------------------------------------|
| Blockbuster Inc. | Design Only  | 74225986 11/26/1991 | 1724470 10/13/1992 |
| Blockbuster Inc. | Design Only  | 74024372 1/31/1990 | 1618072 10/16/1990 |
| Blockbuster Inc. | Design Only  | 74024373 1/31/1990 | 1623086 11/13/1990 |
| Blockbuster Inc. | Design Only  | 73834014 10/26/1989 | 1607739 7/24/1990 |
| Blockbuster Inc. | Design Only  | 73833718 10/25/1989 | 1607738 7/24/1990 |
| Blockbuster Inc. | DVD FREEDOM PASS | 76461477 10/24/2002 | 2763968 9/16/2003 |
| Blockbuster Inc. | ESCAPE IN | 77758250 6/12/2009 | Pending |
| Blockbuster Inc. | FILM CADDY  | 78162449 9/10/2002 | 2814234 2/10/2004 |
| Blockbuster Inc. | FILMCADDY | 78162436 9/10/2002 | 2824114 3/16/2004 |
| Blockbuster Inc. | GAME FREEDOM PASS | 76524433 6/23/2003 | 2868799 8/3/2004 |
| Blockbuster Inc. | GAME FREEDOM PASS  | 76524434 6/23/2003 | 2904327 11/23/2004 |
| Blockbuster Inc. | GAME RUSH | 78285788 8/11/2003 | 2981932 8/2/2005 |
| Blockbuster Inc. | GAME RUSH  | 76551497 9/26/2003 | 3004796 10/4/2005 |
| Blockbuster Inc. | GAMERUSH | 78286451 8/12/2003 | 3004970 10/4/2005 |
| Blockbuster Inc. | GAMES FREEDOM PASS | 76461478 10/24/2002 | 2763969 9/16/2003 |

| Owner | Mark | Application No./ Filing Date | Registration No./ Registration Date |
|------------------|--|---------------------------------|--|
| Blockbuster Inc. | GO HOME HAPPY | 75433141 2/12/1998 | 2294038 11/23/1999 |
| Blockbuster Inc. | KIDPRINT | 74008819 12/7/1989 | 1667226 12/3/1991 |
| Blockbuster Inc. | LIFE AFTER LATE FEES | 78644662 6/6/2005 | 3095522 5/23/2006 |
| Blockbuster Inc. | M  | 76975825 6/7/2002 | 2778608 10/28/2003 |
| Blockbuster Inc. | MAKE IT A BLOCKBUSTER NIGHT | 74408844 7/6/1993 | 1852673 9/6/1994 |
| Blockbuster Inc. | MAKE IT A BLOCKBUSTER.. | 75112793 6/3/1996 | 2063182 5/20/1997 |
| Blockbuster Inc. | MOVIE CLIQUE | 77323767 11/7/2007 | 3629427 6/2/2009 |
| Blockbuster Inc. | MOVIE FREEDOM PASS | 76461476 10/24/2002 | 2763967 9/16/2003 |
| Blockbuster Inc. | MOVIE STORE AT YOUR DOOR | 78401882 4/14/2004 | 2982247 8/2/2005 |
| Blockbuster Inc. | MOVIE TRADING CO. BUY SELL MTC  | 76491578 2/20/2003 | 2871001 8/10/2004 |
| Blockbuster Inc. | MOVIE TRADING COMPANY | 78389266 3/23/2004 | 2970342 7/19/2005 |
| Blockbuster Inc. | MOVIE TRADING COMPANY | 78389234 3/23/2004 | 2994625 9/13/2005 |
| Blockbuster Inc. | MOVIE TRADING COMPANY EXPRESS | 78339670 12/11/2003 | 2966622 7/12/2005 |
| Blockbuster Inc. | MOVIELINK | 76976663 9/17/2001 | 2867637 7/27/2004 |
| Blockbuster Inc. | MOVIES IN MINUTES | 78309121 10/3/2003 | 2877725 8/24/2004 |
| Blockbuster Inc. | MY Q AT A GLANCE MOVIES IN QUEUE: MANAGE QUEUE  | 78529735 12/9/2004 | 3020905 11/29/2005 |
| Blockbuster Inc. | MY Q  | 78406672 4/22/2004 | 3014124 11/8/2005 |
| Blockbuster Inc. | ONLINE RENTING WITHOUT THE WAIT | 77037549 11/6/2006 | 3383942 2/19/2008 |

| Owner | Mark | Application No/ Filing Date | Registration No/ Registration Date |
|------------------|---|--------------------------------|---------------------------------------|
| Blockbuster Inc. | PAUSE  | 73754308 9/20/1988 | 1578172 1/16/1990 |
| Blockbuster Inc. | PLAY IT FLIP IT | 78424654 5/25/2004 | 2964263 6/28/2005 |
| Blockbuster Inc. | PLAYER BLOCKBUSTER  | 73838828 11/13/1989 | 1605145 7/3/1990 |
| Blockbuster Inc. | PLAYER BLOCKBUSTER  | 73754310 9/20/1988 | 1545729 6/27/1989 |
| Blockbuster Inc. | PORTA-PLAYER | 73752093 9/14/1988 | 1553293 8/22/1989 |
| Blockbuster Inc. | QUIK DROP | 73758736 10/20/1988 | 1591360 4/10/1990 |
| Blockbuster Inc. | REINVENT THE WAY YOU RENT | 78170599 10/3/2002 | 2805886 1/13/2004 |
| Blockbuster Inc. | RENT. BUY. GAME YOUR WAY | 76432711 7/10/2002 | 2731773 7/1/2003 |
| Blockbuster Inc. | RENTING IS BETTER THAN EVER | 78644678 6/6/2005 | 3093128 5/16/2006 |
| Blockbuster Inc. | REWIND BLOCKBUSTER  | 73838829 11/13/1989 | 1605146 7/3/1990 |
| Blockbuster Inc. | REWIND BLOCKBUSTER  | 73754306 9/20/1988 | 1545727 6/27/1989 |

| Owner | Mark | Application No./ Filing Date | Registration No/ Registration Date |
|------------------|---|---------------------------------|---------------------------------------|
| Blockbuster Inc. | SLO-MO BLOCKBUSTER PAUSE  | 73754309 9/20/1988 | 1545728 6/27/1989 |
| Blockbuster Inc. | SLO-MO  | 73835179 10/31/1989 | 1601604 6/12/1990 |
| Blockbuster Inc. | STOPPER BLOCKBUSTER  | 73833681 10/25/1989 | 1614418 9/18/1990 |
| Blockbuster Inc. | STOPPER BLOCKBUSTER  | 73754301 9/20/1988 | 1545726 6/27/1989 |
| Blockbuster Inc. | THAT'S A HOLIDAY WRAP | 77544685 8/12/2008 | Pending |
| Blockbuster Inc. | THAT'S A HOLIDAY WRAP | 77544665 8/12/2008 | Pending |
| Blockbuster Inc. | WOW! WHAT A DIFFERENCE | 73833680 10/25/1989 | 1600084 6/5/1990 |
| Blockbuster Inc. | WOW! WHAT A DIFFERENCE | 73752091 9/14/1988 | 1540956 5/23/1989 |
| Blockbuster Inc. | YOUTH RESTRICTED VIEWING | 73752101 9/14/1988 | 1600094 6/5/1990 |

PATENT AND TRADEMARK SECURITY
AGREEMENT (this "Agreement") dated as of October 1, 2009,
between BLOCKBUSTER INC. and U.S. BANK NATIONAL
ASSOCIATION, as Collateral Agent (the "Collateral Agent").

Reference is made to (a) the Indenture, dated as of October 1, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among the Company (as defined below), Subsidiary Guarantors and U.S. Bank National Association, as trustee (together with its successors in such capacity, the "Trustee"), on behalf of the holders (the "Noteholders") of the Notes (as defined below) pursuant to which Blockbuster Inc., a Delaware corporation (the "Company") is issuing \$675,000,000 aggregate principal amount of its 11.75% Senior Secured Notes due 2014 (together with any Additional Notes (as defined in the Indenture), the "Notes") and (b) the Collateral Agreement dated as of October 1, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among the Company, Subsidiary Guarantors and U.S. Bank National Association, as Collateral Agent.

WHEREAS, the Trustee has been appointed to serve as Collateral Agent under the Collateral Agreement and in such capacity, to enter into this Agreement;

WHEREAS, the Company will receive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and is, therefore, willing to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Collateral Agent hereby agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.02 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Company, pursuant to the Collateral Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

1. all letters patent of the United States, all issued patents and recordings thereof, and all applications for letters patent of the United States, including issued patents, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I attached hereto (the "Patents");
2. all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the Patents, including the right to make, use and/or sell the inventions disclosed or claimed in the Patents;

3. all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in the United States in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (excluding "intent-to-use" Trademark applications as described in the definition of Excluded Property), and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "Trademarks");

4. all goodwill associated with or symbolized by the Trademarks; and

5. all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

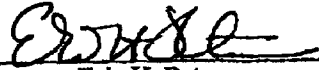
SECTION 4. Termination. This Agreement and the security interest granted hereby shall terminate in full on the circumstances set forth in Section 5.12 of the Collateral Agreement. In connection with any termination or release pursuant to Section 5.12 of the Collateral Agreement, the Collateral Agent shall promptly execute and deliver to the Company, at the Company's expense, all documents that the Company shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 4 shall be without recourse to or warranty by the Collateral Agent.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Patent and Trademark Security Agreement to be duly executed as of the date first written above.

BLOCKBUSTER INC.

By: 
Name: Eric H. Peterson
Title: Executive Vice President

Signature Page to Patent & Trademark Security Agreement


TRADEMARK
REEL: 004075 FRAME: 0572

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLOCKBUSTER INC.,

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Trustee and Collateral Agent

By  _____
Name: Richard Prokosch
Title: Vice President