OP \$2315.00 391938

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly Execution		Entity Type
I9 Entertainment Limited		06/21/2011 Private Limited Company: UNITED KINGI	
I9 TV Limited		IN6/21/2N11	Private Limited Company: UNITED KINGDOM
The Comedy Hall of Fame, LLC		106/21/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as Administrative Agent
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	3919384	SYTYCD
Registration Number:	3870192	IF I CAN DREAM
Registration Number:	3870191	IF I CAN DREAM
Registration Number:	3743805	SO YOU THINK YOU CAN DANCE
Registration Number:	3387351	SO YOU THINK YOU CAN DANCE
Registration Number:	3458648	SO YOU THINK YOU CAN DANCE
Registration Number:	3194223	SO YOU THINK YOU CAN DANCE
Registration Number:	3700424	SO YOU THINK YOU CAN DANCE
Registration Number:	3648958	SO YOU THINK YOU CAN DANCE
Registration Number:	3193211	SO YOU THINK YOU CAN DANCE
Registration Number:	3415693	CARRIE UNDERWOOD
	<u> </u>	TRADEMARK

900195839 REEL: 004571 FRAME: 0920

Registration Number:	3175964	I LOVE MUSIC
Registration Number:	2975254	AMERICAN JUNIORS
Registration Number:	2975256	AMERICAN JUNIORS
Registration Number:	2836545	AMERICAN JUNIORS
Registration Number:	3275995	KELLY CLARKSON
Registration Number:	3204113	AMERICAN IDOL
Registration Number:	3342055	AMERICAN IDOL
Registration Number:	3350013	AMERICAN IDOL
Registration Number:	3911371	AMERICAN IDOL
Registration Number:	3357980	AMERICAN IDOL
Registration Number:	3416143	AMERICAN IDOL
Registration Number:	3845238	AMERICAN IDOL
Registration Number:	2959920	AMERICAN IDOL
Registration Number:	3845240	AMERICAN IDOL
Registration Number:	3550806	AMERICAN IDOL
Registration Number:	3064528	AMERICAN IDOL
Registration Number:	3845239	AMERICAN IDOL
Registration Number:	3561850	AMERICAN IDOL
Registration Number:	3257662	AMERICAN IDOL
Registration Number:	3683826	AMERICAN IDOL
Registration Number:	3493354	AMERICAN IDOL
Registration Number:	3353040	AMERICAN IDOL
Registration Number:	3114786	AMERICAN IDOL
Registration Number:	2751431	AMERICAN IDOL
Registration Number:	2951733	AMERICAN IDOL
Registration Number:	3627986	AMERICAN IDOL
Registration Number:	3181455	AMERICAN IDOL
Registration Number:	3101422	AMERICAN IDOL
Registration Number:	3485531	AMERICAN IDOL
Registration Number:	3319294	AMERICAN IDOL
Registration Number:	2715725	AMERICAN IDOL
Registration Number:	2955077	AMERICAN IDOL
Registration Number:	3142771	AMERICAN IDOL
Registration Number:	3146138	AMERICAN IDOL
Registration Number:	3613333	AMERICAN IDOL
<u> </u>	11	TRADEMARK

	3037638	AMERICAN IDOL			
Registration Number:	3062247	AMERICAN IDOL			
Registration Number:	3204688	AMERICAN IDOL REWIND			
Registration Number:	3244319	MILITARY IDOL			
Registration Number:	2863808	AMERICAN IDOL			
Registration Number:	3295322	AMERICAN IDOL			
Registration Number:	3330238	AMERICAN IDOL			
Registration Number:	3330275	AMERICAN IDOL			
Registration Number:	3353263	AMERICAN IDOL			
Registration Number:	3366823	AMERICAN IDOL			
Registration Number:	3171505	AMERICAN IDOL EXTRA			
Registration Number:	3352837	IDOL			
Registration Number:	3404390	IDOL CAMP			
Registration Number:	3821023	IDOL GIVES BACK			
Registration Number:	3814292	IDOL GIVES BACK			
Registration Number:	3870662	IDOL GIVES BACK			
Registration Number:	3870661	IDOL GIVES BACK			
Registration Number:	3495061	IDOL SEARCH			
Registration Number:	3171630	IDOL TONIGHT			
Registration Number:	3870660	MYIDOL			
Registration Number:	3879172	MOM IDOL			
Registration Number:	3847886	MOM IDOL			
Registration Number:	2864931	THE SEARCH FOR A SUPERSTAR			
Registration Number:	1423817	THE ORIGINAL BASS BRACE BY TOM BUCKMAN			
Serial Number:	85085989	CELEBRITY IDOL			
Serial Number:	85085999	CELEBRITY IDOL			
Serial Number:	85209777	19			
Serial Number:	85209796	19			
Serial Number:	77644802	IF I CAN DREAM			
Serial Number:	77643232	IF I CAN DREAM			
Serial Number:	77597528	DAVID COOK			
Serial Number:	85335822	IDOL CHATTER			
Serial Number:	85329943	IDOL GIVEAWAY			
Serial Number:	77305488	AMERICAN IDOL			
Serial Number:	77052386	AMERICAN IDOL			
<u> </u>	11	TRADEMARK			

	77160196	AMERICAN IDOL
Serial Number:	85085984	AMERICAN IDOL HALL OF FAME
Serial Number:	77630308	WORLD IDOL
Serial Number:	77466419	AMERICAN IDOL
Serial Number:	78827549	IDOL
Serial Number:	85127450	IDOL
Serial Number:	85240322	IDOL PROM
Serial Number:	85240311	IDOL PROM
Serial Number:	85240336	IDOL PROM
Serial Number:	85085995	CELEBRITY IDOL
Serial Number:	77843720	STAND-UP COMEDY HALL OF FAME

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 301-638-0511

ipresearchplus@comcast.net Email:

Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37177
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/29/2011

Total Attachments: 33

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Form **PTO-1594** (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY				
To the Director of the U.S. Patent and Trademark Office: Plea	ase record the attached documents or the new address(es) below.			
1. Name of conveying party(ies): 19 Entertainment Limited, a UK Private Limited Company 19 TV Limited, a UK Private Limited Company The Comedy Hall of Fame, LLC, a Delaware LLC Individual(s) Association General Partnership Limited Partnership Corporation- State: Other Citizenship (see guidelines) Additional names of conveying parties attached? Yes No 3. Nature of conveyance //Execution Date(s): Execution Date(s) June 21, 2011 Assignment Merger Security Agreement Other_First_Lien_Security_Agreement 4. Application number(s) or registration number(s) and A. Trademark Application No.(s) PLEASE SEE ATTACHED SCHEDULE.	Additional names, addresses, or citizenship attached? Additional names, addresses, or citizenship attached? No Name: GOLDMAN SACHS BANK USA, as Administrative Agent Internal Address: Street Address: 200 WEST STREET City: New York State: New York Country: United States General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Corporation Citizenship I assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) didentification or description of the Trademark. B. Trademark Registration No.(s) PLEASE SEE ATTACHED SCHEDULE.			
C. Identification or Description of Trademark(s) (and Filing PLEASE SEE ATTACHED SCHEDULE.	Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: IP Research Plus	6. Total number of applications and registrations involved:			
Internal Address: Attn: Penelope J.A. Agodoa Street Address:21 Tadcaster Circle	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed			
City: Waldorf	8. Payment Information:			
State: MD Zip: 20602 Phone Number: 301-638-0511 Fax Number: 866-826-5420 Email Address: orders@ipresearchplus.com	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name			
9. Signature: Signature Signature Jordana Dreyfuss Name of Person Signing	June 23, 2011 Date Total number of pages including cover sheet, attachments, and document: 33			

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

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of June 21, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "<u>Agreement</u>"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "<u>Grantors</u>") in favor of Goldman Sachs Bank USA, as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>").

WHEREAS, the Grantors are party to (a) a U.S. Collateral Agreement dated as of June 21, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "First Lien Collateral Agreement"), among CKX Entertainment, Inc., ("Intermediate Holdings"), CKX, Inc. (the "Borrower"), each other Subsidiary of Intermediate Holdings identified therein and the Administrative Agent and (b) the Credit Agreement, dated as of June 21, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time), among Intermediate Holdings, the Borrower, the Lenders party thereto from time to time and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Copyright Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the First Lien Collateral Agreement and used herein have the meaning given to them in the First Lien Collateral Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, 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, all registrations and recordings thereof, and all registration and recording applications filed 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 or any other country or any political subdivision thereof, and all

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extensions or renewals thereof, including those set forth on Schedule A under the heading "Trademark Registrations and Applications"; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office on the basis of a Grantor's intent to use any such mark pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a), at which point the security interest granted herein shall attach to each such application.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the First Lien Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Collateral 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 Agreement is deemed to conflict with the First Lien Collateral Agreement, the provisions of the First Lien Collateral Agreement shall control.

SECTION 4. Governing Law

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

SECTION 5. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

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[[3291564]]

CKX, INC.

ъy.

Name: Thomas P. Benson

Title: Executive Vice President, Chief Financial

Officer and Treasurer

STATE OF New Cort

SS

COUNTY OF Men GOL

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson Notary Public - State of New York No. 02WI6064689 Qualified in New York County My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

> G.O.A.T., INC. CKX G.O.A.T: HOLDING CORP. EPE HOLDING CORPORATION FOCUS ENTERPRISES, INC. STEP TECO, INC. MORRA, BREZNER, STEINBERG & TENENBAUM ENTERTAINMENT, INC. UNCLE DAVE'S BOONDOGGLE, INC. 19 ENTERTAINMENT, INC. ON THE ROAD PRODUCTIONS 19 TOURING LLC DANCE NATION PRODUCTIONS INC. SOUTHSIDE PRODUCTIONS INC. 19 RECORDING SERVICES, INC. J2K PRODUCTIONS, INC. ALL GIRL PRODUCTIONS 19 RECORDINGS, INC. THIS LAND PRODUCTIONS, INC. CTA PRODUCTIONS, INC. MASTERS OF DANCE PRODUCTIONS INC. SYTYCD DVD PRODUCTIONS, INC. CKX HOLDING CORP. HCD LLC 19 ENTERTAINMENT WORLDWIDE LLC

Name: Howard Tytel

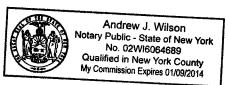
Title: Senior Executive Vice President

STATE OF NewYORL

SS.

COUNTY OF New york

On this 21st day of June, 2011 before me personally appeared Howard Tytel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the above listed entities., who being by me duly sworn did depose and say that he is an authorized officer of said entities, that the said instrument was signed on behalf of said entities as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said entities.



[Signature Page to Trademark Security Agreement for Revolver Facility]

THE COMEDY HALL OF FAME, LLC

By: its Member, CKX, INC.

Name: Thomas P. Benson

Title: Chief Financial Officer

STATE OF

SS.

COUNTY OF LOW WHY

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Comedy Hall of Fame, LLC, who being by me duly sworn did depose and say that he is an authorized officer of CKX, Inc., which is the managing member of said company, that the said instrument was signed on behalf of said company as authorized by its managing member and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Nota

Andrew J. Wilson
Notary Public - State of New York
No 02WI6064689
Qualified in New York County
My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

SS.

CKX UK HOLDINGS LIMITED

Name: Thomas P. Benson

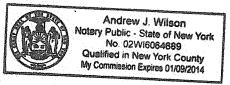
Title: Director

STATE OF Mew York)

COUNTY OF MENTON

On this <u>21st</u> day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX UK Holdings Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

19 ENTERTAINMENT LIMITED

Name: Thomas P. Benson

Title: Director

SS.

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Entertainment Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Andrew J. Wilson Votary Public - State of New York No. 02WI6064689 Qualified in New York County My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

19 RECORDINGS LIMITED

Name: Thomas P. Benson

Title: Director

STATE OF

ss.

COUNTY OF DENISTIS

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Recordings Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Andrew J. Wilson
Notary Public - State of New York
No. 02WI6064689
Qualified in New York County
My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

19 TV LIMITED

Name: T

Name: Thomas P. Benson

Title: Director

STATE OF

ss.

COUNTY OF

On this <u>21st</u> day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 TV Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Andrew J. Wilson

Notary Public - State of New York

No. 02WI6064689

Qualified in New York County
My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

19 MERCHANDISING LIMITED

Name: Th

Name: Thomas P. Benson

Title: Director

STATE OF New York

SS.

COUNTY OF New York

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Merchandising Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Andrew J. Wilson Notary Public - State of New York No. 02WI6064689 Qualified in New York County My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

19 MANAGEMENT LIMITED

By:____

Name: Thomas P. Benson

Title: Director

STATE OF New YORK

SS.

COUNTY OF Low York

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Management Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public



Andrew J. Wilson
Notary Public - State of New York
No. 02WI6064689
Qualified in New York County
My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

19 PRODUCTIONS LIMITED

Name: Thomas P. Benson

Title: Director

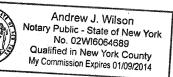
SS.

STATE OF New York)

COUNTY OF MUYONG

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Productions Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary/Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

19 BRANDS LIMITED

Name: Thon

Name: Thomas P. Benson

Title: Director

STATE OF N

SS.

COUNTY OF MENTE

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Brands Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Not.

Andrew J. Wilson
Notary Public - State of New York
No. 02Wi6064689
Qualified in New York County
My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

19 LOVES MUSIC LIMITED

By:

Name: Thomas P. Benson

Title: Director

STATE OF Kew (16)

SS.

COUNTY OF MENTS

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Loves Music Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Andrew J. Wilson
Notary Public - State of New York
No. 02WI6064689
Qualified in New York County
My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

19 TOURING LIMITED

Name: Thomas P. Benson

Title: Director

STATE OF New YON

SS.

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Touring Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Andrew J. Wilson Notary Public - State of New York No. 02WI6064689 Qualified in New York County My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

19 ARTIST TOURS LIMITED

Title: Director

SS.

STATE OF Merish)

COUNTY OF Merish

On this ^{21st} day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Artist Tours Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Andrew J. Wilson lotary Public - State of New York No. 02WI6064689 Qualified in New York County My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

NATIVE MANAGEMENT LIMITED

By:____

Name: Thomas P. Benson

Title: Director

STATE OF New York)

SS.

COUNTY OF Ments 16)

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Native Management Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Andrew J. Wilson
Notary Public - State of New York
No. 02WI6064689
Qualified in New York County
My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

NATIVE SONGS LIMITED

Ву:_____

Name: Thomas P. Benson

Title: Director

STATE OF New Yo

COUNTY OF Manyork

SS.

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Native Songs Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

Andrew J. Wilson
Notary Public - State of New York
No. 02Wi6064689
Qualified in New York County
My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

DOUBLE VISION FILM LIMITED

Name: Thomas P. Benson

Title: Director

STATE OF Yew York)

COUNTY OF YEWYSIL)

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Double Vision Film Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary/Public

Andrew J. Wilson Notary Public - State of New York No. 02WI6064689 Qualified in New York County My Commission Expires 01/09/2014

[Signature Page to Trademark Security Agreement for Revolver Facility]

FREEDOM MEDIA LIMITED

Name: Thomas P. Benson

Title: Director

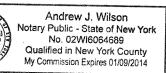
SS.

STATE OF Men York)

COUNTY OF Men York)

On this 21st day of June, 2011 before me personally appeared Thomas P. Benson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Freedom Media Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Motary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

CKX ENTERTAINMENT UK LIMITED

By:

Name: Laurie Medley

Title: Attorney, acting by a power of attorney dated 15 June 2011

STATE OF NEW YORK

SS.

COUNTY OF NEW YORK

On this 20th day of June, 2011 before me personally appeared Laurie Medley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX Entertainment UK Limited, who being by me duly sworn did depose and say that she is a duly authorized attorney of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said company.

NEESHA LOURDES MALLAVARAPU Notary Public, State of New York No. 01MA6226164 Qualified in New York County Commission Expires August 2, 2014

Notary Public

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS BANK USA,

as Administrative Agent

Nam

Name: Title:

Anna Ostrovsky Authorized Signatory

[Signature Page to Trademark Security Agreement for Revolver]

SCHEDULE A to FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

I. Trademarks

Owner (and Co-Owner, if any)	Mark	Registration Number	Status	Registration/Renewal/ Expiration Date	Governmental Authority (if non-US trademark)
19 Entertainment Limited	SYTYCD	3919384	Registered	15-Feb-11	
dick clark productions, inc.					
19 Entertainment Limited	IF I CAN DREAM	3870192	Registered Section 44(D)	2-Nov-10	
19 Entertainment Limited	IF I CAN DREAM	3870191	Registered Section 44(D)	2-Nov-10	
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	3743805	Registered Section 44(D)	2-Feb-10	
dick clark productions, inc.					
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	3387351	Registered	26-Feb-08	
dick clark productions, inc.					
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	3458648	Registered	1-Jul-08	
dick clark productions, inc.					
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	3194223	Registered	2-Jan-07	
dick clark productions,					

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inc.					
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	3700424	Registered	20-Oct-09	
dick clark productions, inc.					
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	3648958	Registered	30-Jun-09	
dick clark productions, inc.					
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	3193211	Registered	2-Jan-07	
dick clark productions, inc.	CARRIE	2415602	Deviateur	22 Apr 09	
Entertainment Limited	UNDERWOOD	3415693	Registered	22-Apr-08	
19 Entertainment Limited	I LOVE MUSIC	3175964	Registered Section 44(D)	28-Nov-06	
19 Entertainment Limited	AMERICAN JUNIORS	2975254	Registered	26-Jul-05	
19 Entertainment Limited	AMERICAN JUNIORS	2975256	Registered	26-Jul-05	
19 Entertainment Limited	AMERICAN JUNIORS	2836545	Registered	27-Apr-04	
19 Entertainment Limited	KELLY CLARKSON	3275995	Registered	7-Aug-07	
19 TV Limited FremantleMedia	AMERICAN IDOL	3204113	Registered	30-Jan-07	
North America, Inc.					
19 TV Limited FremantleMedia	AMERICAN IDOL	3342055	Registered	20-Nov-07	
North America, Inc.					
19 TV Limited FremantleMedia	AMERICAN IDOL	3350013	Registered	4-Dec-07	

	1	Т		T	
North America, Inc.					
19 TV Limited	AMERICAN IDOL	3911371	Registered	25-Jan-11	
FremantleMedia North America, Inc.					
19 TV Limited	AMERICAN IDOL	3357980	Registered	18-Dec-07	
FremantleMedia North America, Inc.					
19 TV Limited	AMERICAN IDOL	3416143	Registered	22-Apr-08	
FremantleMedia North America, Inc.					
19 TV Limited	AMERICAN IDOL	3845238	Registered	7-Sept-10	
FremantleMedia North America, Inc.					
19 TV Limited	AMERICAN IDOL	2959920	Registered	7-Jun-05	
FremantleMedia North America, Inc.					
19 TV Limited	AMERICAN IDOL	3845240	Registered	7-Sept-10	
FremantleMedia North America, Inc.					
19 TV Limited FremantleMedia North America,	AMERICAN IDOL	3550806	Registered	23-Dec-08	
Inc. 19 TV Limited	AMERICAN	3064528	Registered	28-Feb-06	
FremantleMedia North America, Inc.	IDOL				
19 TV Limited	AMERICAN IDOL	3845239	Registered	7-Sept-10	
FremantleMedia North America, Inc.					
19 TV Limited	AMERICAN IDOL	3561850	Registered	13-Jan-09	
FremantleMedia North America, Inc.					
19 TV Limited	AMERICAN IDOL	3257662	Registered	3-Jul-07	
FremantleMedia	I				

	I				
North America,					
Inc. 19 TV Limited	AMERICAN	2602026	Desistand	15 C 00	
19 I V Limited	IDOL	3683826	Registered	15-Sep-09	
FremantleMedia	IDOL				
North America,					
Inc.					
19 TV Limited	AMERICAN	3493354	Registered	26-Aug-08	
19 T V Elimited	IDOL	3193331	Registered	20 7145 00	
FremantleMedia					
North America,					
Inc.					
19 TV Limited	AMERICAN	3353040	Registered	11-Dec-07	
	IDOL				
FremantleMedia					
North America,					
Inc.	AMERICANI	2114706		11.7.1.07	
19 TV Limited	AMERICAN	3114786	Registered	11-Jul-06	
Fremantle Media	IDOL				
North America,					
Inc.					
19 TV Limited	AMERICAN	2751431	Registered	12-Aug-03	
19 T V Elimited	IDOL	2731131	Registered	12 mg 03	
FremantleMedia	1202				
North America,					
Inc.					
19 TV Limited	AMERICAN	2951733	Registered	17-May-05	
	IDOL				
FremantleMedia					
North America,					
Inc.	AMERICANI	2627006	D 1	26.15 00	
19 TV Limited	AMERICAN IDOL	3627986	Registered	26-May-09	
FremantleMedia	IDOL				
North America,					
Inc.					
19 TV Limited	AMERICAN	3181455	Registered	5-Dec-06	
19 T V Elimited	IDOL	3101133	Registered	3 200 00	
FremantleMedia					
North America,					
Inc.					
19 TV Limited	AMERICAN	3101422	Registered	6-Jun-06	
	IDOL				
FremantleMedia					
North America,					
Inc.	AMERICAN	2405521	D	10 4 00	
19 TV Limited	AMERICAN	3485531	Registered	12-Aug-08	
Enamont a Mad'	IDOL				
FremantleMedia North America,					
Inc.					
19 TV Limited	AMERICAN	3319294	Registered	23-Oct-07	
15 1 · Elilitod	IDOL	0010201	registered	25 001 07	
FremantleMedia					
		•	•		

North America,					
Inc.	AMERICAN	2715725	D ' '	12.15	
19 TV Limited	AMERICAN IDOL LOGO	2715725	Registered	13-May-03	
FremantleMedia					
North America,					
Inc.					
19 TV Limited	AMERICAN IDOL LOGO	2955077	Registered	24-May-05	
FremantleMedia					
North America,					
Inc.					
19 TV Limited	AMERICAN	3142771	Registered	12-Sept-06	
Fremantle Media	IDOL LOGO				
North America,					
Inc.					
19 TV Limited	AMERICAN	3146138	Registered	19-Sept-06	
Former (1.3.6.1)	IDOL LOGO				
FremantleMedia North America,					
Inc.					
19 TV Limited	AMERICAN	3613333	Registered	28-Apr-09	
	IDOL LOGO				
FremantleMedia					
North America, Inc.					
19 TV Limited	AMERICAN	3037638	Registered	3-Jan-06	
	IDOL LOGO				
FremantleMedia					
North America,					
Inc. 19 TV Limited	AMERICAN	3062247	Registered	28-Feb-06	
13 1 V Emmiou	IDOL LOGO	30022	riogistorou	20100 00	
FremantleMedia					
North America,					
Inc. 19 TV Limited	AMERICAN	3204688	Registered	30-Jan-07	
15 I v Elimited	IDOL REWIND	3201000	Registered	50 Juli 07	
FremantleMedia					
	MILITARY	3244319	Registered	22-May-07	
17 1 V Ellinted		J277J17	Registered	22-Way-07	
FremantleMedia					
North America,					
	AMEDICAN	2062000	Dagistanad	12 July 04	
19 I V LIIIIIILEU		2003000	Registered	15-July-04	
FremantleMedia					
North America,					
Inc.	AMEDICAN	2205222	D 1 1	10.0 07	
19 TV Limited		5295522	Registered	18-Sept-07	
FremantleMedia					
North America, Inc. 19 TV Limited FremantleMedia North America, Inc. 19 TV Limited FremantleMedia North America,	MILITARY IDOL AMERICAN IDOL AMERICAN IDOL	3244319 2863808 3295322	Registered Registered Registered	22-May-07 13-July-04 18-Sept-07	

	I				
North America,					
Inc.					
19 TV Limited	AMERICAN	3330238	Registered	6-Nov-07	
	IDOL				
FremantleMedia					
North America,					
Inc.					
19 TV Limited	AMERICAN	3330275	Registered	6-Nov-07	
	IDOL				
FremantleMedia					
North America,					
Inc.					
19 TV Limited	AMERICAN	3353263	Registered	11-Dec-07	
19 I V Lillined	IDOL	3333203	Registered	11-Dec-07	
	IDOL				
FremantleMedia					
North America,					
Inc.					
19 TV Limited	AMERICAN	3366823	Registered	8-Jan-08	
	IDOL				
FremantleMedia					
North America,					
Inc.					
19 TV Limited	AMERICAN	3171505	Registered	14-Nov-06	
19 1 V Elimited	IDOL EXTRA	3171303	Registered	111107 00	
FremantleMedia	IDOL EXTRA				
North America,					
Inc.	TD OI	2252025		11 D 07	
19 TV Limited	IDOL	3352837	Registered	11-Dec-07	
FremantleMedia					
North America,					
Inc.					
19 TV Limited	IDOL CAMP	3404390	Registered	1-Apr-08	
FremantleMedia					
North America,					
Inc.					
19 TV Limited	IDOL GIVES	3821023	Registered	20-Jul-10	
1) I V LIIIIIGU	BACK	3021023	Registered	20-341-10	
FramontloMad:	DACK				
Fremantle Media					
North America,					
Inc.	IDOL CTITE	201.4202	n : :	(1110	
19 TV Limited	IDOL GIVES	3814292	Registered	6-Jul-10	
	BACK				
FremantleMedia					
North America,					
Inc.					
19 TV Limited	IDOL GIVES	3870662	Registered	2-Nov-10	
	BACK Logo				
FremantleMedia					
North America,					
Inc.					
19 TV Limited	IDOL GIVES	3870661	Dagistana d	2-Nov-10	
19 I V LIIIIIleu		3070001	Registered	2-INUV-1U	
D	BACK Logo				
FremantleMedia					

North America, Inc.					
19 TV Limited	IDOL SEARCH	3495061	Registered	2-Sept-08	
FremantleMedia North America, Inc.					
19 TV Limited FremantleMedia North America, Inc.	IDOL TONIGHT	3171630	Registered	14-Nov-06	
19 TV Limited	MYIDOL	3870660	Registered	2-Nov-10	
FremantleMedia North America, Inc.					
19 TV Limited FremantleMedia North America, Inc.	CELEBRITY IDOL	85/085989	Official action	15-Jul-10 (filing date)	
19 TV Limited FremantleMedia North America, Inc.	CELEBRITY IDOL	85/085999	Official action	15-Jul-10 (filing date)	
19 TV Limited FremantleMedia North America, Inc.	MOM IDOL logo	3879172	Registered	23-Nov-10	
19 TV Limited	MOM IDOL	3847886	Registered	14-Sept-10	
FremantleMedia North America, Inc.					
19 TV Limited FremantleMedia North America, Inc.	THE SEARCH FOR A SUPERSTAR ets trademark renew	2864931	Registered	20-Jul-04	

II. Trademark Applications

Owner	Applicant	Mark	Application	Status	Date Filed	Governmental
(and Co-			Number			Authority (if
Owner, if						non-US
any)						trademark

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						application)
19	19	19	85209777	Pending	4-Jan-11	
Entertainm ent Limited	Entertainment Limited					
19	19	19	85209796	Pending	4-Jan-11	
Entertainm	Entertainment			8		
ent Limited	Limited					
19	19	IF I CAN	77644802	Published	7-Jan-09	
Entertainm	Entertainment	DREAM		(Pending)		
ent Limited 19	Limited 19	IF I CAN	77643232	Published	5-Jan-09	
Entertainm	Entertainment	DREAM	77043232	(Pending)	3-Jan-09	
ent Limited	Limited	DICE/ HVI		(Tending)		
19	19	DAVID	77597528	Published	21-Oct-08	
Entertainm	Entertainment	COOK		(Pending)		
ent Limited	Limited		07/227022	Intent to Use		
19 TV	FremantleMedia	IDOL CHATTER	85/335822	Application	1-June-11	
Limited	North America, Inc.	CHATTER		filed on June 1, 2011		
Fremantle	inc.			1, 2011		
Media						
North						
America,						
Inc.	F (1.34.1)	IDOI	05/220042	A 1' '	25.34 11	
19 TV Limited	FremantleMedia North America,	IDOL GIVEAWAY	85/329943	Application filed on May	25-May-11	
Lillited	Inc.	GIVEAWAI		25, 2011		
Fremantle				20, 2011		
Media						
North						
America,						
Inc.	FremantleMedia	AMERICAN	77/305488	Allowed	16-Oct-07	
Limited	North America,	IDOL	77/303466	Allowed	10-001-07	
Emmed	Inc.	IDOL				
Fremantle						
Media						
North						
America,						
Inc. 19 TV	Fremantle Media	AMERICAN	1423817	Revived	11-Jun-09	
Limited	North America,	IDOL	1423017	Revived	11-3411-09	
	Inc.					
Fremantle						
Media						
North						
America, Inc.						
19 TV	FremantleMedia	AMERICAN	77/052386	Allowed	28-Nov-06	
Limited	North America,	IDOL	,,,,032300	7 IIIO WOU	201107 00	
	Inc.					
Fremantle						
Media						
North						
America,]			

Inc.						
19 TV	FremantleMedia	AMERICAN	77/160196	Allowed	18-Apr-07	
Limited	North America,	IDOL				
	Inc.					
Fremantle						
Media						
North						
America,						
Inc.						
19 TV	FremantleMedia	AMERICAN	85/085984	Published	16-Jul-10	
Limited	North America, Inc.	IDOL HALL OF FAME				
Fremantle						
Media						
North						
America,						
Inc.						
19 TV	FremantleMedia	WORLD	77/630308	Allowed	10-Dec-08	
Limited	North America,	IDOL				
	Inc.					
Fremantle						
Media						
North						
America,						
Inc. 19 TV	FremantleMedia	AMERICAN	77/466419	Allowed	6 May 00	
Limited	North America,	IDOL	/ //400419	Anowed	6-May-08	
Lillinea	Inc.	IDOL				
Fremantle	IIIC.					
Media						
North						
America,						
Inc.						
19 TV	FremantleMedia	IDOL	78/827549	Allowed	2-Mar-06	
Limited	North America,		10/02/349			
	Inc.					
Fremantle						
Media						
North						
America,						
Inc.						
19 TV	FremantleMedia	IDOL	85/127450	Suspended	11-Sep-10	
Limited	North America,					
]	Inc.					
Fremantle						
Media						
North						
America,						
Inc.	Enomont! - M - d' -	IDOL DDOM	95/240222	Dandin -	11 E-1 11	
Limited	FremantleMedia	IDOL PROM	85/240322	Pending	11-Feb-11	
Limited	North America, Inc.					
Fremantle	mc.					
Media						
North						
1101111		1	1			

America,						
Inc.						
19 TV	FremantleMedia	IDOL PROM	85/240311	Pending	11-Feb-11	
Limited	North America,					
	Inc.					
Fremantle						
Media						
North						
America,						
Inc.						
19 TV	FremantleMedia	IDOL PROM	85/240336	Pending	11-Feb-11	
Limited	North America,					
	Inc.					
Fremantle						
Media						
North						
America,						
Inc.						
19 TV	FremantleMedia	CELEBRITY	85/085995	Published	16-Jul-10	
Limited	North America,	IDOL				
	Inc.					
Fremantle						
Media						
North						
America,						
Inc.						
The	The Comedy	Stand-Up	77843720	Suspended	10-Oct-09	
Comedy	Hall of Fame,	Comedy Hall				
Hall of	LLC	of Fame				
Fame, LLC						

Date reflects trademark renewal date in respective IP registry

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RECORDED: 06/29/2011