

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

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

**TRADEMARK**

**900195839**

**REEL: 004571 FRAME: 0920**

**OP \$2315.00 3919384**

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

	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

	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  
Email: ipresearchplus@comcast.net  
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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## 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 "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") 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 "Administrative Agent").

**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

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.

[Remainder of page intentionally left blank]



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

CKX, INC.

By: Thomas P. Benson

Name: Thomas P. Benson  
Title: Executive Vice President, Chief Financial  
Officer and Treasurer

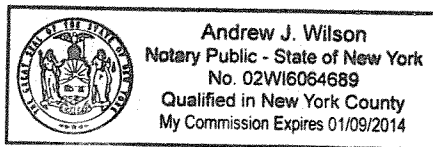
STATE OF New York

) 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 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




[Signature Page to Trademark Security Agreement for Revolver Facility]

TRADEMARK  
REEL: 004571 FRAME: 0928

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

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.  
IICD LLC  
19 ENTERTAINMENT WORLDWIDE LLC

By: 

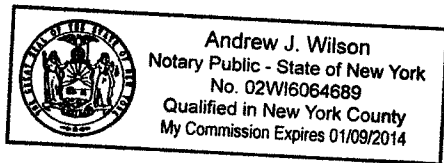
Name: Howard Tytel  
Title: Senior Executive Vice President

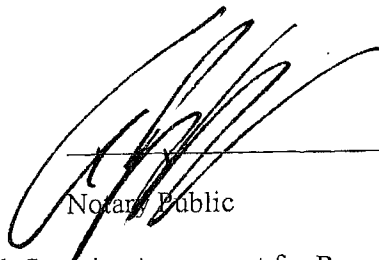
STATE OF New York

) 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.



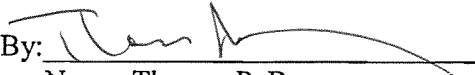
  
\_\_\_\_\_  
Notary Public

[Signature Page to Trademark Security Agreement for Revolver Facility]

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

**THE COMEDY HALL OF FAME, LLC**

By: its Member, CKX, INC.

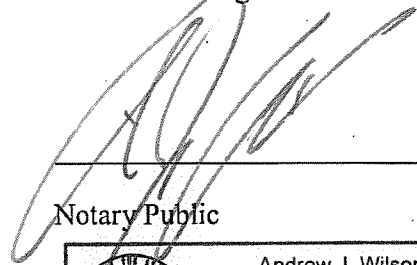
By:   
Name: Thomas P. Benson  
Title: Chief Financial Officer

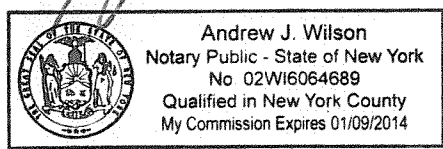
STATE OF New York

) 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 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



[Signature Page to Trademark Security Agreement for Revolver Facility]

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

**CKX UK HOLDINGS LIMITED**

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

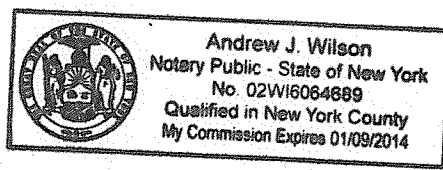
STATE OF New York)

) 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 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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

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

**19 ENTERTAINMENT LIMITED**

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

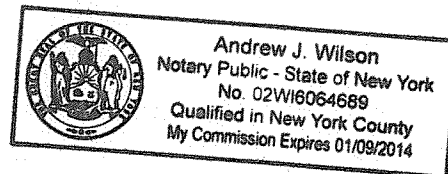
STATE OF New York

COUNTY OF New York)

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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

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

19 RECORDINGS LIMITED

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

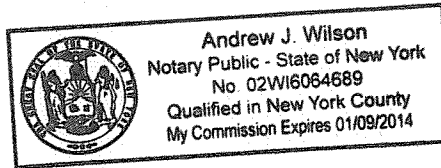
STATE OF New York )

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 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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]



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

19 MERCHANDISING LIMITED

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

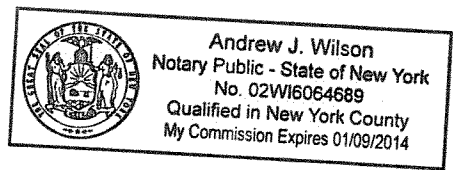
STATE OF New York,

) 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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]



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

19 MANAGEMENT LIMITED

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

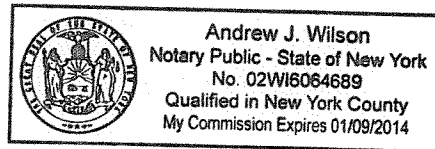
STATE OF New York )

) 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 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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

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

**19 PRODUCTIONS LIMITED**

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

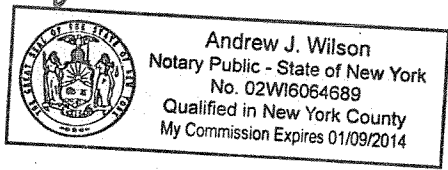
STATE OF New York)

) 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 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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

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

19 BRANDS LIMITED

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

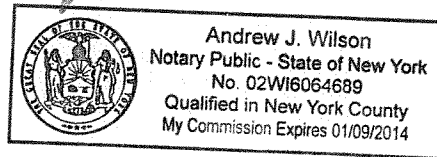
STATE OF New York

) 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 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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]



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

19 TOURING LIMITED

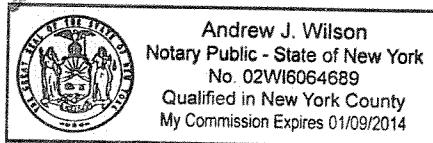
By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

STATE OF New York

COUNTY OF New York )  
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



[Signature Page to Trademark Security Agreement for Revolver Facility]

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

19 ARTIST TOURS LIMITED

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

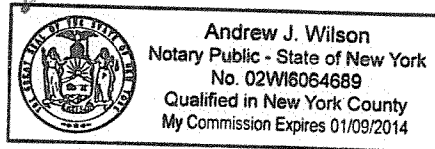
STATE OF New York)

) 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 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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

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

**NATIVE MANAGEMENT LIMITED**

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

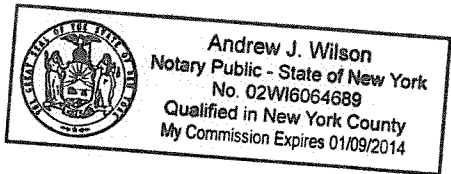
STATE OF New York

) 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 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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

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

**NATIVE SONGS LIMITED**

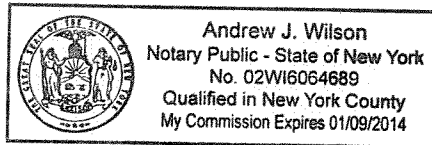
By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

STATE OF New York

COUNTY OF New York )  
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.

Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]



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

**DOUBLE VISION FILM LIMITED**

By: Thomas P. Benson  
Name: Thomas P. Benson  
Title: Director

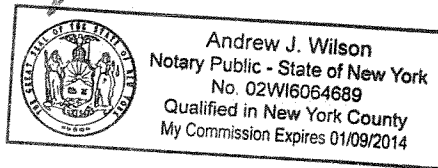
STATE OF New York)

) 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 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.

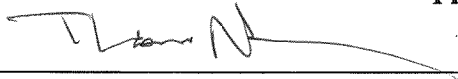
Andrew J. Wilson  
Notary Public



[Signature Page to Trademark Security Agreement for Revolver Facility]

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

**FREEDOM MEDIA LIMITED**

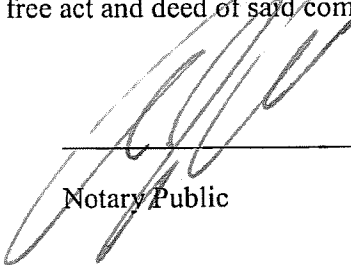
By:   
Name: Thomas P. Benson  
Title: Director


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 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.

  
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]



Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Administrative Agent

By:   
Name: Anna Ostrovsky  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement for Revolver]

**TRADEMARK**  
**REEL: 004571 FRAME: 0947**

**SCHEDULE A**  
to  
**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**I. Trademarks**

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

inc.					
19 Entertainment Limited dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3700424	Registered	20-Oct-09	
19 Entertainment Limited dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3648958	Registered	30-Jun-09	
19 Entertainment Limited dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3193211	Registered	2-Jan-07	
19 Entertainment Limited	CARRIE 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 North America, Inc.	AMERICAN IDOL	3204113	Registered	30-Jan-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3342055	Registered	20-Nov-07	
19 TV Limited FremantleMedia	AMERICAN IDOL	3350013	Registered	4-Dec-07	

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

North America, Inc.					
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3683826	Registered	15-Sep-09	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3493354	Registered	26-Aug-08	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3353040	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3114786	Registered	11-Jul-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	2751431	Registered	12-Aug-03	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	2951733	Registered	17-May-05	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3627986	Registered	26-May-09	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3181455	Registered	5-Dec-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3101422	Registered	6-Jun-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3485531	Registered	12-Aug-08	
19 TV Limited FremantleMedia	AMERICAN IDOL	3319294	Registered	23-Oct-07	



North America, Inc.					
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	2715725	Registered	13-May-03	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	2955077	Registered	24-May-05	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3142771	Registered	12-Sept-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3146138	Registered	19-Sept-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3613333	Registered	28-Apr-09	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3037638	Registered	3-Jan-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3062247	Registered	28-Feb-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL REWIND	3204688	Registered	30-Jan-07	
19 TV Limited FremantleMedia North America, Inc.	MILITARY IDOL	3244319	Registered	22-May-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	2863808	Registered	13-July-04	
19 TV Limited FremantleMedia	AMERICAN IDOL	3295322	Registered	18-Sept-07	

North America, Inc.					
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3330238	Registered	6-Nov-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3330275	Registered	6-Nov-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3353263	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3366823	Registered	8-Jan-08	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL EXTRA	3171505	Registered	14-Nov-06	
19 TV Limited FremantleMedia North America, Inc.	IDOL	3352837	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	IDOL CAMP	3404390	Registered	1-Apr-08	
19 TV Limited FremantleMedia North America, Inc.	IDOL GIVES BACK	3821023	Registered	20-Jul-10	
19 TV Limited FremantleMedia North America, Inc.	IDOL GIVES BACK	3814292	Registered	6-Jul-10	
19 TV Limited FremantleMedia North America, Inc.	IDOL GIVES BACK Logo	3870662	Registered	2-Nov-10	
19 TV Limited FremantleMedia	IDOL GIVES BACK Logo	3870661	Registered	2-Nov-10	

North America, Inc.					
19 TV Limited FremantleMedia North America, Inc.	IDOL SEARCH	3495061	Registered	2-Sept-08	
19 TV Limited FremantleMedia North America, Inc.	IDOL TONIGHT	3171630	Registered	14-Nov-06	
19 TV Limited FremantleMedia North America, Inc.	MYIDOL	3870660	Registered	2-Nov-10	
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 FremantleMedia North America, Inc.	MOM IDOL	3847886	Registered	14-Sept-10	
19 TV Limited FremantleMedia North America, Inc.	THE SEARCH FOR A SUPERSTAR	2864931	Registered	20-Jul-04	

# Date reflects trademark renewal date in respective IP registry

## II. Trademark Applications

Owner (and Co-Owner, if any)	Applicant	Mark	Application Number	Status	Date Filed	Governmental Authority (if non-US trademark)
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[[3291564]]

						application)
19 Entertainment Limited	19 Entertainment Limited	19	85209777	Pending	4-Jan-11	
19 Entertainment Limited	19 Entertainment Limited	19	85209796	Pending	4-Jan-11	
19 Entertainment Limited	19 Entertainment Limited	IF I CAN DREAM	77644802	Published (Pending)	7-Jan-09	
19 Entertainment Limited	19 Entertainment Limited	IF I CAN DREAM	77643232	Published (Pending)	5-Jan-09	
19 Entertainment Limited	19 Entertainment Limited	DAVID COOK	77597528	Published (Pending) Intent to Use	21-Oct-08	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL CHATTER	85/335822	Application filed on June 1, 2011	1-June-11	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL GIVEAWAY	85/329943	Application filed on May 25, 2011	25-May-11	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/305488	Allowed	16-Oct-07	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	1423817	Revived	11-Jun-09	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/052386	Allowed	28-Nov-06	

Inc.						
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/160196	Allowed	18-Apr-07	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL HALL OF FAME	85/085984	Published	16-Jul-10	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	WORLD IDOL	77/630308	Allowed	10-Dec-08	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/466419	Allowed	6-May-08	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL	<b>78/827549</b>	Allowed	2-Mar-06	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL	85/127450	Suspended	11-Sep-10	
19 TV Limited Fremantle Media North	FremantleMedia North America, Inc.	IDOL PROM	85/240322	Pending	11-Feb-11	

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

*# Date reflects trademark renewal date in respective IP registry*