

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		06/21/2011	ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	19 Entertainment Limited
Street Address:	650 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Private Limited Co: UNITED KINGDOM

Name:	19 TV Limited
Street Address:	650 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Private Limited Co: UNITED KINGDOM

PROPERTY NUMBERS Total: 72

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

OP \$1815.00 3919384

Registration Number:	3648958	SO YOU THINK YOU CAN DANCE
Registration Number:	2975254	AMERICAN JUNIORS
Registration Number:	2975256	AMERICAN JUNIORS
Registration Number:	2836545	AMERICAN JUNIORS
Registration Number:	3175964	I LOVE MUSIC
Registration Number:	3275995	KELLY CLARKSON
Registration Number:	3415693	CARRIE UNDERWOOD
Registration Number:	3193211	SO YOU THINK YOU CAN DANCE
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

	3142771	AMERICAN IDOL
Registration Number:	3146138	AMERICAN IDOL
Registration Number:	3613333	AMERICAN IDOL
Registration Number:	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:	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
Serial Number:	85209777	19
Serial Number:	85209796	19
Serial Number:	77644802	IF I CAN DREAM
Serial Number:	77643232	IF I CAN DREAM

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

TRADEMARK
REEL: 004858 FRAME: 0717

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:

38128

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

09/11/2012

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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this “Release”) is made as of June 21, 2011 by **JPMORGAN CHASE BANK, N.A.**, in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement) (in such capacity, the “Collateral Agent”), in favor of 19 Entertainment Limited and 19 TV Limited (the “Companies”). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Trademark Security Agreement (as defined below) and if not therein defined, in the Guarantee and Collateral Agreement (as defined below).

WITNESSETH

WHEREAS, the Collateral Agent, CKX, Inc., the agents and arrangers party thereto and the several banks and other financial institutions or entities from time to time party thereto as lenders are parties to the Amended and Restated Credit Agreement, dated as of April 15, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of May 24, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), each Company granted to Bear Stearns Corporate Lending, Inc. (the “Previous Agent”), for the benefit of the Secured Parties, a continuing security interest in and continuing lien upon certain property and assets of such Company, including all Trademarks owned by such Company;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Company entered into the Trademark Security Agreement, dated as of May 24, 2006 (as amended by the Supplement No. 1 to the Trademark Security Agreement, dated as of April 15, 2011, the “Trademark Security Supplement” and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 20, 2006 at Reel/Frame Nos. 3335/0145 and 3335/0135, and which Trademark Security Supplement was recorded with the United States Patent and Trademark Office on April 27, 2011 at Reel/Frame Nos. 4530/0037 and 4529/0771;

WHEREAS, pursuant to the Assignment and Assumption Agreement, dated as of April 15, 2011, which was recorded with the United States Patent and Trademark Office on April 27, 2011 at Reel/Frame No. 4529/0874, the Collateral Agent assumed all the interest in and to the Previous Agent’s rights and obligations under the Trademark Security Agreement;

WHEREAS, CKX, Inc. has satisfied and paid in full all of its obligations under the Credit Agreement and the Collateral Agent as of the date hereof no longer has any right, title, or interest in, to and under any Trademarks of the Companies, including but not limited to the Trademarks and Trademark Licenses listed on Schedule A hereto (the “Trademark Collateral”); and

WHEREAS, the Companies have requested that the Collateral Agent release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The Collateral Agent hereby releases, transfers and assigns, without representation or warranty and without recourse, unto each Company, its security interest in all of such Company’s right, title and

interest in, to and under the Trademark Collateral. The Collateral Agent hereby acknowledges and agrees that it has no further interests in the Trademark Collateral and that such Trademark Security Agreement is terminated and of no further force and effect.

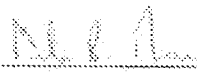
The Collateral Agent authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry or government office necessary to effect the release of its security interest in the Trademark Collateral.

This Release may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year first written above.

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: Peter B. Thauer
Title: Executive Director

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

U.S. Trademark Applications and Registrations

Reel/Frame: 4530/0037

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Serial/Registration No.</u>
19 Entertainment Limited	19		85209777
19 Entertainment Limited	19		85209796
19 Entertainment Limited^	SYTYCD	2/15/11	3919384
19 Entertainment Limited	IF I CAN DREAM	11/2/10	3870192
19 Entertainment Limited	IF I CAN DREAM		77644802
19 Entertainment Limited	IF I CAN DREAM	11/2/10	3870191
19 Entertainment Limited	IF I CAN DREAM		77643232
19 Entertainment Limited^	SO YOU THINK YOU CAN DANCE	2/2/10	3743805
19 Entertainment Limited^	SO YOU THINK YOU CAN DANCE	2/26/08	3387351
19 Entertainment Limited^	SO YOU THINK YOU CAN DANCE	7/1/08	3458648
19 Entertainment Limited^	SO YOU THINK YOU CAN DANCE	1/2/07	3194223
19 Entertainment Limited^	SO YOU THINK YOU CAN DANCE	10/20/09	3700424
19 Entertainment Limited^	SO YOU THINK YOU CAN DANCE	6/30/09	3648958

^ means that it is co-owned with dick clark productions, inc.

Reel/Frame: 4529/0874

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Serial/Registration No.</u>
19 Entertainment Limited	AMERICAN JUNIORS	7/26/05	2975254
19 Entertainment Limited	AMERICAN JUNIORS	7/26/05	2975256
19 Entertainment Limited	AMERICAN JUNIORS	4/27/04	2836545
19 Entertainment Limited	I LOVE MUSIC	11/28/06	3175964
19 Entertainment Limited	KELLY CLARKSON	8/7/07	3275995
19 Entertainment Limited	CARRIE UNDERWOOD	4/22/08	3415693
19 Entertainment Limited^	SO YOU THINK YOU CAN DANCE	1/2/07	3193211

^ means that it is co-owned with dick clark productions, inc.

Reel/Frame: 4529/0771

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Serial/Registration No.</u>
19 TV Limited*	AMERICAN IDOL	30-Jan-07	3204113
19 TV Limited*	AMERICAN IDOL	20-Nov-07	3342055
19 TV Limited*	AMERICAN IDOL	4-Dec-07	3350013
19 TV Limited*	AMERICAN IDOL	25-Jan-11	3911371
19 TV Limited*	AMERICAN IDOL	18-Dec-07	3357980
19 TV Limited*	AMERICAN IDOL	22-Apr-08	3416143
19 TV Limited*	AMERICAN IDOL	7-Sep-10	3845238
19 TV Limited*	AMERICAN IDOL	7-Jun-05	2959920
19 TV Limited*	AMERICAN IDOL	7-Sep-10	3845240
19 TV Limited*	AMERICAN IDOL	23-Dec-08	3550806
19 TV Limited*	AMERICAN IDOL	28-Feb-06	3064528
19 TV Limited*	AMERICAN IDOL	7-Sep-10	3845239
19 TV Limited*	AMERICAN IDOL	13-Jan-09	3561850
19 TV Limited*	AMERICAN IDOL	3-Jul-07	3257662
19 TV Limited*	AMERICAN IDOL	15-Sep-09	3683826
19 TV Limited*	AMERICAN IDOL	30-Mar-07	3493354
19 TV Limited*	AMERICAN IDOL	11-Dec-07	3353040
19 TV Limited*	AMERICAN IDOL	11-Jul-06	3114786
19 TV Limited*	AMERICAN IDOL	12-Aug-03	2751431
19 TV Limited*	AMERICAN IDOL	17-May-05	2951733
19 TV Limited*	AMERICAN IDOL	26-May-09	3627986
19 TV Limited*	AMERICAN IDOL	5-Dec-06	3181455
19 TV Limited*	AMERICAN IDOL	6-Jun-06	3101422
19 TV Limited*	AMERICAN IDOL	12-Aug-08	3485531
19 TV Limited*	AMERICAN IDOL	23-Oct-07	3319294
19 TV Limited*	AMERICAN IDOL LOGO	13-May-03	2715725
19 TV Limited*	AMERICAN IDOL LOGO	24-May-05	2955077
19 TV Limited*	AMERICAN IDOL LOGO	12-Sep-06	3142771
19 TV Limited*	AMERICAN IDOL LOGO	19-Sep-06	3146138
19 TV Limited*	AMERICAN IDOL LOGO	28-Apr-09	3613333
19 TV Limited*	AMERICAN IDOL LOGO	3-Jan-06	3037638
19 TV Limited*	AMERICAN IDOL LOGO	28-Feb-06	3062247
19 TV Limited*	AMERICAN IDOL REWIND	30-Jan-07	3204688
19 TV Limited*	MILITARY IDOL	22-May-07	3244319
19 TV Limited*	AMERICAN IDOL	13-Jul-04	2863808
19 TV Limited*	AMERICAN IDOL	18-Sep-07	3295322
19 TV Limited*	AMERICAN IDOL	6-Nov-07	3330238
19 TV Limited*	AMERICAN IDOL	6-Nov-07	3330275
19 TV Limited*	AMERICAN IDOL	11-Dec-07	3353263
19 TV Limited*	AMERICAN IDOL	8-Jan-08	3366823
19 TV Limited*	AMERICAN IDOL EXTRA	14-Nov-06	3171505
19 TV Limited*	IDOL	11-Dec-07	3352837
19 TV Limited*	IDOL CAMP	1-Apr-08	3404390

19 TV Limited*	IDOL GIVES BACK	20-Jul-10	3821023
19 TV Limited*	IDOL GIVES BACK Logo	2-Nov-10	3870662
19 TV Limited*	IDOL GIVES BACK Logo	2-Nov-10	3870661
19 TV Limited*	IDOL SEARCH	2-Sep-08	3495061
19 TV Limited*	IDOL TONIGHT	14-Nov-06	3171630
19 TV Limited*	MYIDOL	2-Nov-10	3870660
19 TV Limited*	MOM IDOL logo	23-Nov-10	3879172
19 TV Limited*	MOM IDOL	14-Sep-10	3847886
19 TV Limited*	THE SEARCH FOR A SUPERSTAR	20-Jul-04	2864931

* means co-owned with Fremantle North America, Inc.