

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310037

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cars.tv, Inc.		06/26/2014	CORPORATION: CALIFORNIA
Comedy.tv, Inc.		06/26/2014	CORPORATION: CALIFORNIA
The Gossip Queens, Inc.		06/26/2014	CORPORATION: CALIFORNIA
Entertainment Content, Inc.		06/26/2014	CORPORATION: CALIFORNIA
ES.TV, Inc.		06/26/2014	CORPORATION: CALIFORNIA
MyDestination.TV, Inc.		06/26/2014	CORPORATION: CALIFORNIA
SMART MEDIA, INC.		06/26/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLAND BRANCH
Street Address:	ELEVEN MADISON AVENUE
Internal Address:	23rd Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	4155858	CARS.TV
Serial Number:	86246358	COMEDY.TV
Registration Number:	4486464	COMEDY.TV
Serial Number:	77906409	OUTRAGEOUS
Registration Number:	3975149	THE GOSSIP QUEENS
Serial Number:	86272385	ENTERTAINMENTSTUDIOS
Serial Number:	86242057	GBL.TV
Serial Number:	86080922	SNN.TV
Serial Number:	86086481	SUPREME JUSTICE
Serial Number:	86086478	SUPREME JUSTICE WITH JUDGE KAREN
Serial Number:	85261488	BEAUTIFUL HOMES
Serial Number:	85108810	IBL.TV
Serial Number:	85095299	HOLLYWOOD JUSTICE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4506084	MR. BOX OFFICE
Serial Number:	85545339	GLOBAL BASKETBALL LEAGUE
Serial Number:	85680917	FORECAST.TV
Serial Number:	85347500	THE LEGACY NETWORK
Serial Number:	85437189	JUSTICECENTRAL.TV
Serial Number:	85437186	JUSTICE CENTRAL
Serial Number:	85347506	LEGADO.TV
Serial Number:	85347502	LEGACY.TV
Registration Number:	4366674	LEGACYTV
Registration Number:	4335218	JUSTICE FOR ALL
Registration Number:	4328652	THE FIRST FAMILY
Registration Number:	4126431	WHO WANTS TO DATE A COMEDIAN
Registration Number:	4179972	WE THE PEOPLE
Registration Number:	4283135	CAREER DAY
Registration Number:	3435945	ENTERTAINERS
Registration Number:	3240860	THE WRITER'S HOT LIST
Registration Number:	3268247	COMICS UNLEASHED
Registration Number:	3250815	WE HAVE A DREAM
Registration Number:	3219479	LATIN LIFESTYLES
Registration Number:	3219056	RECIPE TV
Registration Number:	3510179	COMICS UNLEASHED
Registration Number:	3835113	URBAN STYLE
Registration Number:	3109268	DESIGNERS FASHIONS & RUNWAYS
Registration Number:	3106726	AUTOMOTIVEVISION.TV
Registration Number:	3176208	GLOBAL BUSINESS PEOPLE
Registration Number:	3085122	EVERY WOMAN
Registration Number:	3087462	KICKIN' IT
Registration Number:	3144698	BEAUTIFUL HOMES & GREAT ESTATES
Registration Number:	3164767	THE AMERICAN ATHLETE
Serial Number:	77890928	GLOBALSPORTSNETWORK.TV
Registration Number:	4109313	THE YOUNG ICONS
Registration Number:	4056853	AMERICA'S COURT WITH JUDGE ROSS
Registration Number:	4056832	AMERICA'S COURT
Registration Number:	3956486	RECIPE.TV
Registration Number:	4171936	FUNNY YOU SHOULD ASK
Registration Number:	2821915	ENTERTAINMENTSTUDIOS.COM
Registration Number:	4112213	ES.TV
Registration Number:	4158156	MYDESTINATION.TV
Registration Number:	4099700	SMART TV

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2286864	SMART TV
Registration Number:	4522354	SMARTTV.COM
Registration Number:	4522353	THE SMART WAY TO WATCH TV

CORRESPONDENCE DATA

Fax Number: 9495676710
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 949-567-6700
Email: ipprosecution@orrick.com
Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP (VHS)
Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	41901-8
NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	07/08/2014

Total Attachments: 12

- source=Trademark Security Agreement#page1.tif
- source=Trademark Security Agreement#page2.tif
- source=Trademark Security Agreement#page3.tif
- source=Trademark Security Agreement#page4.tif
- source=Trademark Security Agreement#page5.tif
- source=Trademark Security Agreement#page6.tif
- source=Trademark Security Agreement#page7.tif
- source=Trademark Security Agreement#page8.tif
- source=Trademark Security Agreement#page9.tif
- source=Trademark Security Agreement#page10.tif
- source=Trademark Security Agreement#page11.tif
- source=Trademark Security Agreement#page12.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2014 (as 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 (individually, a "*Grantor*" and collectively, the "*Grantors*") in favor of CREDIT SUISSE AG, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, "*Collateral Agent*").

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of June 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among the Grantors and the other grantors party thereto and Collateral Agent pursuant to which the Grantors granted a security interest to Collateral Agent in the Trademark 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 is hereby acknowledged, the Grantors hereby agree with Collateral Agent as follows:

SECTION 1. DEFINED TERMS.

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement and the Credit Agreement (as defined in the Guarantee and Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST.

SECTION 2.1. Scope of Grant. Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guarantee and Collateral Agreement), hereby pledges to Collateral Agent, for the benefit of the Secured Parties, and hereby grants to Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, 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 ("*USPTO*"), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by a Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof, which, for the avoidance of doubt, shall not be exercisable by the Collateral Agent or any of the Secured Parties unless an Event of Default has occurred and is continuing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

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 "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in, and are subject to, the Guarantee and 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control. This Agreement is made for collateral purposes only. So long as no Event of Default shall have occurred and be continuing, the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Guarantee and Collateral Agreement and the other Loan Documents.

SECTION 4. RECORDATION.

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION.

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any indemnification obligations as to which no claim has been made). Upon the termination of this Agreement, Collateral Agent shall execute all documents, make all filings, take all other

actions reasonably requested by the Grantors, at the Grantors' expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW.

This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

SECTION 7. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.


[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.

CF ENTERTAINMENT INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President


AMERICA'S COURT, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

BYRON ALLEN ENTERTAINMENT, LLC, as
a Grantor

By: 
Name: Byron Allen Folks
Title: President

CARS.TV, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

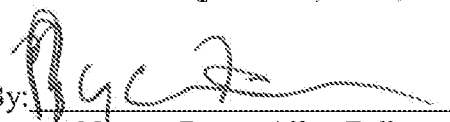
COMEDY.TV, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

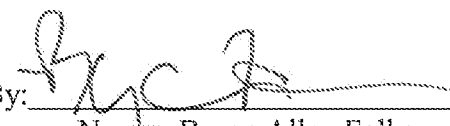
**COMICS UNLEASHED PRODUCTIONS,
INC., as a Grantor**

By: 
Name: Byron Allen Folks
Title: President

THE GOSSIP QUEENS, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

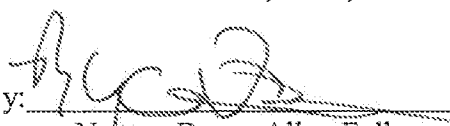
**ENTERTAINMENT CONTENT, INC., as a
Grantor**

By: 
Name: Byron Allen Folks
Title: President

**ENTERTAINMENTSTUDIOS, INC., as a
Grantor**

By: 
Name: Byron Allen Folks
Title: President


**ENTERTAINMENTSTUDIOS HOME
ENTERTAINMENT, INC., as a Grantor**

By: 
Name: Byron Allen Folks
Title: President

ENTERTAINMENTSTUDIOS.COM, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

ENTERTAINMENT STUDIOS MEDIA INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

ENTERTAINMENT STUDIOS NETWORKS, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President


ES.TV, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

THE FIRST FAMILY MEDIA, INC., as a
Grantor

By: 
Name: Byron Allen Folks
Title: President

FORECLOSURE NETWORK, INC., as a
Grantor

By: 
Name: Byron Allen Folks
Title: President

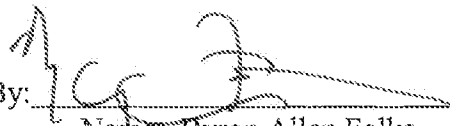
JUSTICE CENTRAL NETWORKS, INC., as a
Grantor

By: 
Name: Byron Allen Folks
Title: President

JUSTICE CENTRAL MEDIA, INC., as a
Grantor

By: 
Name: Byron Allen Folks
Title: President

MYDESTINATION.TV, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

MR. BOX OFFICE MEDIA, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

PETS.TV, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President


RECIPE.TV, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President

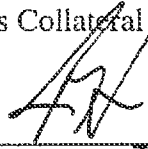
SMART MEDIA, INC., as a Grantor

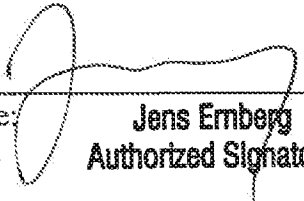
By: 
Name: Byron Allen Folks
Title: President

URBAN BROADCASTING CORPORATION,
as a Grantor

By: 
Name: Byron Allen Folks
Title: President

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: 
Name: **Thomas Hall**
Title: **Authorized Signatory**

By: 
Name: **Jens Erberg**
Title: **Authorized Signatory**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	Country	Serial Number/ Registration Number	Status
Cars.tv, Inc.	CARS.TV	USA	77825790/ 4155858	Registered
Comedy.tv, Inc.	COMEDY.TV	USA	86246358	Pending
Comedy.tv, Inc.	COMEDY.TV	USA	77788640/ 4486464	Registered
The Gossip Queens, Inc.	OUTRAGEOUS	USA	77906409	Pending
The Gossip Queens, Inc.	THE GOSSIP QUEENS	USA	77782172/ 3975149	Registered
Entertainment Content, Inc.	COMICS UNLEASHED	Australia	1136921 1136921	Registered
Entertainment Content, Inc.	COMICS UNLEASHED	European Union	5307046 5307046	Registered
Entertainment Content, Inc.	COMICS UNLEASHED	New Zealand	755702 755702	Registered
Entertainment Content, Inc.	ENTERTAINMENTSTU DIOS	USA	86272385	Pending
Entertainment Content, Inc.	GBL.TV	USA	86242057	Pending
Entertainment Content, Inc.	SNN.TV	USA	86080922	Pending
Entertainment Content, Inc.	SUPREME JUSTICE	USA	86086481	Pending
Entertainment Content, Inc.	SUPREME JUSTICE WITH JUDGE KAREN	USA	86086478	Pending
Entertainment Content, Inc.	BEAUTIFUL HOMES	USA	85261488	Pending
Entertainment Content, Inc.	IBL.TV	USA	85108810	Pending
Entertainment Content, Inc.	HOLLYWOOD JUSTICE	USA	85095299	Pending
Entertainment Content, Inc.	MR. BOX OFFICE	USA	85629752/ 4506084	Registered
Entertainment Content, Inc.	GLOBAL BASKETBALL LEAGUE	USA	85545339	Pending
Entertainment Content, Inc.	FORECAST.TV	USA	85680917	Pending
Entertainment Content, Inc.	THE LEGACY NETWORK	USA	85347500	Pending
Entertainment Content, Inc.	JUSTICECENTRAL.TV	USA	85437189	Pending
Entertainment Content, Inc.	JUSTICE CENTRAL	USA	85437186	Pending
Entertainment Content, Inc.	LEGADO.TV	USA	85347506	Pending
Entertainment Content, Inc.	LEGACY.TV	USA	85347502	Pending

Grantor	Trademark	Country	Serial Number/ Registration Number	Status
Entertainment Content, Inc.	LEGACYTV	USA	85369894 4366674	Registered
Entertainment Content, Inc.	JUSTICE FOR ALL	USA	85095315/ 4335218	Registered
Entertainment Content, Inc.	THE FIRST FAMILY	USA	85095281/ 4328652	Registered
Entertainment Content, Inc.	WHO WANTS TO DATE A COMEDIAN	USA	85198967/ 4126431	Registered
Entertainment Content, Inc.	WE THE PEOPLE	USA	85097000/ 4179972	Registered
Entertainment Content, Inc.	CAREER DAY	USA	85695376/ 4283135	Registered
Entertainment Content, Inc.	ENTERTAINERS	USA	78616575/ 3435945	Registered
Entertainment Content, Inc.	THE WRITER'S HOT LIST	USA	78665939/ 3240860	Registered
Entertainment Content, Inc.	COMICS UNLEASHED	USA	78965613/ 3268247	Registered
Entertainment Content, Inc.	WE HAVE A DREAM	USA	78774713/ 3250815	Registered
Entertainment Content, Inc.	LATIN LIFESTYLES	USA	78666539/ 3219479	Registered
Entertainment Content, Inc.	RECIPE TV	USA	78615327/ 3219056	Registered
Entertainment Content, Inc.	COMICS UNLEASHED	USA	78966449/ 3510179	Registered
Entertainment Content, Inc.	URBAN STYLE	USA	78666419/ 3835113	Registered
Entertainment Content, Inc.	DESIGNERS FASHIONS & RUNWAYS	USA	78666358/ 3109268	Registered
Entertainment Content, Inc.	AUTOMOTIVEVISION. TV	USA	78665944/ 3106726	Registered
Entertainment Content, Inc.	GLOBAL BUSINESS PEOPLE	USA	78616588/ 3176208	Registered
Entertainment Content, Inc.	EVERY WOMAN	USA	78616586/ 3085122	Registered
Entertainment Content, Inc.	KICKIN' IT	USA	78616582/ 3087462	Registered
Entertainment Content, Inc.	BEAUTIFUL HOMES & GREAT ESTATES	USA	78615329/ 3144698	Registered
Entertainment Content, Inc.	THE AMERICAN ATHLETE	USA	78615326/ 3164767	Registered
Entertainment Content, Inc.	GLOBALSPORTSNET WORK.TV	USA	77890928	Pending

Schedule A-2

ORUSA:757950683

TRADEMARK
REEL: 005318 FRAME: 0774

Grantor	Trademark	Country	Serial Number/ Registration Number	Status
Entertainment Content, Inc.	THE YOUNG ICONS	USA	77890926/ 4109313	Registered
Entertainment Content, Inc.	AMERICA'S COURT WITH JUDGE ROSS	USA	77855349/ 4056853	Registered
Entertainment Content, Inc.	AMERICA'S COURT	USA	77840224/ 4056832	Registered
Entertainment Content, Inc.	RECIPE.TV	USA	77824766/ 3956486	Registered
Entertainment Content, Inc.	FUNNY YOU SHOULD ASK	USA	77469888/ 4171936	Registered
Entertainment Content, Inc.	ENTERTAINMENTSTU DIOS.COM	USA	75940662/ 2821915	Registered
ES.TV, Inc.	ES.TV	USA	77788639/ 4112213	Registered
MyDestination.TV, Inc.	MYDESTINATION.TV	USA	77788641 41580156	Registered
Smart Media, Inc.	SMART TV	USA	85043149 4099700	Registered
Smart Media, Inc.		USA	74523063 2286864	Registered
Smart Media, Inc.	SMARTTV.COM	USA	85406477 4522354	Registered
Smart Media, Inc.	THE SMART WAY TO WATCH TV	USA	85406461 4522353	Registered

Schedule A-3

GHSUSA:737930683

RECORDED: 07/08/2014

TRADEMARK
REEL: 005318 FRAME: 0775