

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CF Entertainment Inc.		10/22/2015	CORPORATION: CALIFORNIA
Byron Allen Entertainment, LLC		10/22/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Cars.TV, Inc.		10/22/2015	CORPORATION: CALIFORNIA
America's Court, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Comedy.TV, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Comics Unleashed Productions, Inc.		10/22/2015	CORPORATION: CALIFORNIA
The Gossip Queens, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Entertainment Content, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Entertainmentstudios, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Entertainmentstudios Home Entertainment, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Entertainmentstudios.com, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Entertainmentstudios.net, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Entertainment Studios Media, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Entertainment Studios Motion Pictures, LLC		10/22/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Entertainment Studios Networks, Inc.		10/22/2015	CORPORATION: CALIFORNIA
ES.TV, Inc.		10/22/2015	CORPORATION: CALIFORNIA
The First Family Media, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Foreclosure Network, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Justice Central Networks, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Justice Central Media, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Mydestination.TV, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Mr Box Office Media, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Pets.TV, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Recipe.TV, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Smart Media, Inc.		10/22/2015	CORPORATION: CALIFORNIA
Urban Broadcasting Corporation		10/22/2015	CORPORATION: CALIFORNIA

CH \$1665.00 4155858

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association (as successor in interest to Credit Suisse AG)
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federally Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	4155858	CARS.TV
Serial Number:	86537729	CARS.TV
Serial Number:	86246358	COMEDY.TV
Registration Number:	4486464	COMEDY.TV
Registration Number:	4056832	AMERICA'S COURT
Registration Number:	4056853	AMERICA'S COURT WITH JUDGE ROSS
Serial Number:	86527682	AUTOMOTIVE.TV
Registration Number:	3106726	AUTOMOTIVEVISION.TV
Serial Number:	85261488	BEAUTIFUL HOMES
Registration Number:	3144698	BEAUTIFUL HOMES & GREAT ESTATES
Registration Number:	4283135	CAREER DAY
Registration Number:	3268247	COMICS UNLEASHED
Registration Number:	3510179	COMICS UNLEASHED
Registration Number:	3109268	DESIGNERS FASHIONS & RUNWAYS
Registration Number:	3435945	ENTERTAINERS
Registration Number:	4746446	ENTERTAINMENTSTUDIOS
Registration Number:	2821915	ENTERTAINMENTSTUDIOS.COM
Registration Number:	3085122	EVERY WOMAN
Serial Number:	86444868	FORECAST.TV
Registration Number:	4171936	FUNNY YOU SHOULD ASK
Serial Number:	86242057	GBL.TV
Serial Number:	86444867	GLOBAL BASKETBALL LEAGUE
Registration Number:	3176208	GLOBAL BUSINESS PEOPLE
Serial Number:	85095299	HOLLYWOOD JUSTICE
Serial Number:	86674298	HOLLYWOOD JUSTICE
Serial Number:	86420066	IBL.TV
Registration Number:	4696228	JUSTICE CENTRAL
Serial Number:	86678162	JUSTICECENTRAL.TV
Serial Number:	85437189	JUSTICECENTRAL.TV

TRADEMARK**REEL: 005651 FRAME: 0176**

Property Type	Number	Word Mark
Registration Number:	4335218	JUSTICE FOR ALL
Registration Number:	3087462	KICKIN' IT
Registration Number:	3219479	LATIN LIFESTYLES
Serial Number:	85347502	LEGACY.TV
Serial Number:	85369894	LEGACYTV
Serial Number:	86674193	LEGACY.TV
Serial Number:	86643165	LEGADO.TV
Registration Number:	4506084	MR. BOX OFFICE
Serial Number:	86527741	PODCAST PLANET
Serial Number:	86527693	PODCASTPLANET.TV
Registration Number:	3219056	RECIPE TV
Registration Number:	3956486	RECIPE.TV
Serial Number:	86080922	SNN.TV
Registration Number:	4661911	SUPREME JUSTICE
Registration Number:	4665686	SUPREME JUSTICE WITH JUDGE KAREN
Registration Number:	3164767	THE AMERICAN ATHLETE
Registration Number:	4328652	THE FIRST FAMILY
Serial Number:	86674254	THE LEGACY NETWORK
Serial Number:	86759239	THE VERDICT WITH JUDGE HATCHETT
Registration Number:	3240860	THE WRITER'S HOT LIST
Registration Number:	4109313	THE YOUNG ICONS
Registration Number:	3835113	URBAN STYLE
Registration Number:	3250815	WE HAVE A DREAM
Registration Number:	4179972	WE THE PEOPLE
Registration Number:	4126431	WHO WANTS TO DATE A COMEDIAN
Registration Number:	3035661	
Registration Number:	3119348	PETS TV
Serial Number:	86396852	PETS.TV
Registration Number:	3046128	PETSTV
Registration Number:	3049973	PETSTV.COM
Registration Number:	4112213	ES.TV
Registration Number:	4158156	MYDESTINATION.TV
Registration Number:	4522354	SMARTTV.COM
Registration Number:	2286864	SMART TV
Registration Number:	4099700	SMART TV
Registration Number:	4522353	THE SMART WAY TO WATCH TV
Registration Number:	3975149	THE GOSSIP QUEENS

CORRESPONDENCE DATA**Fax Number:** 3102822200*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:** 310-282-2000 x2108**Email:** efilings@loeb.com**Correspondent Name:** David W. Grace**Address Line 1:** 10100 Santa Monica Boulevard**Address Line 2:** c/o Loeb & Loeb LLP, Suite 2200**Address Line 4:** Los Angeles, CALIFORNIA 90067-4120**ATTORNEY DOCKET NUMBER:** 013565-10001**NAME OF SUBMITTER:** David W. Grace**SIGNATURE:** /David W. Grace/**DATE SIGNED:** 10/22/2015**Total Attachments: 14**

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of October 22, 2015 (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 WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor in interest to 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 and Credit Suisse AG (the "**Existing Collateral Agent**") are party to a Trademark Security Agreement, dated as of June 26, 2014, as recorded at reel 5318, frame 0761 at the United States Patent and Trademark Office (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Existing Trademark Security Agreement**");

WHEREAS the Grantors are party to a Guarantee and Collateral Agreement, dated as of June 26, 2014, as supplemented and amended by the Supplement and Amendment No. 1 thereto, dated as of June 10, 2015 and the Amendment and Restatement Agreement (as defined below) (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 the Collateral Agent, pursuant to which the Grantors granted a security interest to the Existing Collateral Agent in the Trademark Collateral (as defined below);

WHEREAS the Grantors are required to execute and deliver this Agreement under the Amendment and Restatement Agreement, dated as of the date hereof (the "**Amendment and Restatement Agreement**"), in which the Grantors reaffirmed and confirmed such grant with respect to the Collateral Agent under the Guarantee and Collateral Agreement and the Existing Collateral Agent resigns as Collateral Agent and assigns to the Collateral Agent each of the liens and security interests granted to the Existing Collateral Agent (in its capacity as such) under the Loan Documents and the Collateral Agent assumes all such liens and security interests, for its benefit and for the benefit of the Secured Parties; and

WHEREAS the Grantors, the Collateral Agent and the Existing Collateral Agent desire to amend and restate the Existing Trademark Security 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 the 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. Amendment and Restatement. The Grantors, the Collateral Agent and the Existing Collateral Agent hereby agree that as of the date hereof, this Agreement will amend, restate, replace and supersede the Existing Trademark Security Agreement.

SECTION 2.2. 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 2.3. 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 A. FOLKS
Title: Chairman & CEO

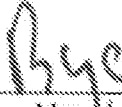
AMERICA'S COURT, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

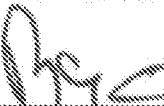
BYRON ALLEN ENTERTAINMENT, LLC, as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

CARS.TV, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

COMEDY.TV, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

COMICS UNLEASHED PRODUCTIONS,
INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

THE GOSSIP QUEENS, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

ENTERTAINMENT CONTENT, INC., as a
Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

ENTERTAINMENTSTUDIOS, INC., as a
Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

ENTERTAINMENTSTUDIOS HOME
ENTERTAINMENT, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

ENTERTAINMENTSTUDIOS.COM, INC., as a
Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

ENTERTAINMENTSTUDIOS.NET, INC., as a
Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO


ENTERTAINMENT STUDIOS MEDIA, INC.,
as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

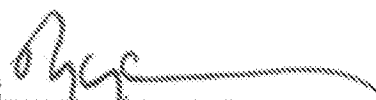
ENTERTAINMENT STUDIOS MOTION
PICTURES, LLC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

ENTERTAINMENT STUDIOS NETWORKS,
INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

ES.TV, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO


THE FIRST FAMILY MEDIA, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO


FORECLOSURE NETWORK, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

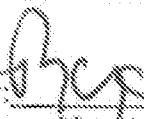
JUSTICE CENTRAL NETWORKS, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

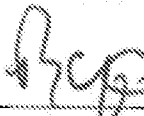
JUSTICE CENTRAL MEDIA, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

MYDESTINATION.TV, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

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

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

PETS.TV, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

RECIPE.TV, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

SMART MEDIA, INC., as a Grantor

By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO


URBAN BROADCASTING CORPORATION,
as a Grantor

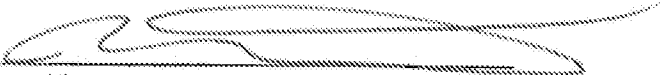
By: 
Name: BYRON A. FOLKS
Title: Chairman & CEO

**WILMINGTON TRUST, NATIONAL
ASSOCIATION (as successor in interest to
Credit Suisse AG), as Collateral Agent**

By: J. Anderson
Name: Jennifer K. Anderson
Title: Assistant Vice President

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

By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

SCHEDULE A
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	Serial Number/ Registration Number	Status	Country
Cars.tv, Inc.	Cars.TV	77825790/ 4155858	Registered	USA
Cars.tv, Inc.	Cars.TV	86537729	Pending	USA
Comedy.tv, Inc.	Comedy.tv	86246358	Pending	USA
Comedy.tv, Inc.	Comedy.tv	77788640/ 4486464	Registered	USA
Entertainment Content, Inc.	America's Court	77840224/ 4056832	Registered	USA
Entertainment Content, Inc.	America's Court with Judge Ross	77855349/ 4056853	Registered	USA
Entertainment Content, Inc.	Automotive.TV	86527682	Pending	USA
Entertainment Content, Inc.	AutomotiveVision.TV	78665944/ 3106726	Registered	USA
Entertainment Content, Inc.	Beautiful Homes	85261488/ 7634756	Registered	USA
Entertainment Content, Inc.	BEAUTIFUL HOMES & GREAT ESTATES	78615329/ 3144698	Registered	USA
Entertainment Content, Inc.	CAREER DAY	85695376/ 4283135	Registered	USA
Entertainment Content, Inc.	COMICS UNLEASHED	1136921/ 1136921	Registered	Australia
Entertainment Content, Inc.	COMICS UNLEASHED	5307046/ 5307046	Registered	European Community
Entertainment Content, Inc.	COMICS UNLEASHED	755702/ 755702	Registered	New Zealand
Entertainment Content, Inc.	COMICS UNLEASHED	78965613/ 3268247	Registered	USA
Entertainment Content, Inc.	COMICS UNLEASHED	78966449/ 3510179	Registered	USA
Entertainment Content, Inc.	DESIGNERS FASHIONS & RUNWAYS	78666358/ 3109268	Registered	USA

Schedule A


OHSUSA:762688622

TRADEMARK
REEL: 005651 FRAME: 0189

Grantor	Trademark	Serial Number/ Registration Number	Status	Country
Entertainment Content, Inc.	ENTERTAINERS	78616575/ 3435945	Registered	USA
Entertainment Content, Inc.	EntertainmentStudios	86272385/ 4746446	Registered	USA
Entertainment Content, Inc.	ENTERTAINMENTS TUDIOS.COM	75940662/ 2821915	Registered	USA
Entertainment Content, Inc.	EVERY WOMAN	78616586/ 3085122	Registered	USA
Entertainment Content, Inc.	FORECAST.TV	86444868	Pending	USA
Entertainment Content, Inc.	FUNNY YOU SHOULD ASK	77469888/ 4171936	Registered	USA
Entertainment Content, Inc.	GBL.TV	86242057	Pending	USA
Entertainment Content, Inc.	GLOBAL BASKETBALL LEAGUE	86444867	Pending	USA
Entertainment Content, Inc.	GLOBAL BUSINESS PEOPLE	78616588/ 3176208	Registered	USA
Entertainment Content, Inc.	HOLLYWOOD JUSTICE	85095299	Pending	USA
Entertainment Content, Inc.	HOLLYWOOD JUSTICE	86674298	Pending	USA
Entertainment Content, Inc.	IBL.TV	86420066	Pending	USA
Entertainment Content, Inc.	JusticeCentral.TV	85437186/ 4696228	Registered	USA
Entertainment Content, Inc.	JusticeCentral.TV	86678162	Pending	USA
Entertainment Content, Inc.	JusticeCentral.TV	85437189	Pending	USA
Entertainment Content, Inc.	JUSTICE FOR ALL	85095315/ 4335218	Registered	USA
Entertainment Content, Inc.	KICKIN' IT	78616582/ 3087462	Registered	USA
Entertainment Content, Inc.	LATIN LIFESTYLES	78666539/ 3219479	Registered	USA
Entertainment Content, Inc.	LEGACY.TV	85347502	Pending	USA
Entertainment Content, Inc.	LEGACYTV	85369894/ 7366674	Registered	USA
Entertainment Content, Inc.	LAGACY.TV	86674193	Pending	USA
Entertainment Content, Inc.	LEGADO.TV	86643165	Pending	USA
Entertainment Content, Inc.	MR. BOX OFFICE	85629752/ 4506084	Registered	USA

Schedule A


OHSUSA:762688622

Grantor	Trademark	Serial Number/Registration Number	Status	Country
Entertainment Content, Inc.	Podcast Planet	86527741	Pending	USA
Entertainment Content, Inc.	PodcastPlanet.TV	86527693	Pending	USA
Entertainment Content, Inc.	RECIPE TV	78615327/ 3219056	Registered	USA
Entertainment Content, Inc.	RECIPE.TV	77824766/ 3956486	Registered	USA
Entertainment Content, Inc.	SNN.TV	86080922	Pending	USA
Entertainment Content, Inc.	Supreme Justice	86086481/ 4661911	Registered	USA
Entertainment Content, Inc.	Supreme Justice with Judge Karen	86086478/ 7665686	Registered	USA
Entertainment Content, Inc.	THE AMERICAN ATHLETE	78615326/ 3164767	Registered	USA
Entertainment Content, Inc.	THE FIRST FAMILY	85095281/ 4328652	Registered	USA
Entertainment Content, Inc.	THE LEGACY NETWORK	86674254	Pending	USA
Entertainment Content, Inc.	The Verdict With Judge Hatchett	86759239	Pending	USA
Entertainment Content, Inc.	THE WRITER'S HOT LIST	78665939/ 3240860	Registered	USA
Entertainment Content, Inc.	THE YOUNG ICONS	77890926/ 4109313	Registered	USA
Entertainment Content, Inc.	URBAN STYLE	78666419/ 3835113	Registered	USA
Entertainment Content, Inc.	WE HAVE A DREAM	78774713/ 3250815	Registered	USA
Entertainment Content, Inc.	WE THE PEOPLE	85097000/ 4179972	Registered	USA
Entertainment Content, Inc.	WHO WANTS TO DATE A COMEDIAN	85198967/ 4126431	Registered	USA
Entertainment Studios Networks, Inc.		78530322/ 3035661	Registered	USA
Entertainment Studios Networks, Inc.		78530336/ 3119348	Registered	USA
Entertainment Studios Networks, Inc.	Pets.tv	86396852	Pending	USA
Entertainment Studios Networks, Inc.	PetsTV	78530166/ 3046128	Registered	USA

Schedule A

OHSUSA:762688622

TRADEMARK
REEL: 005651 FRAME: 0191

Grantor	Trademark	Serial Number/ Registration Number	Status	Country
Entertainment Studios Networks, Inc.	petstv.com	78530114/ 3049973	Registered	USA
ES.TV, Inc.	ES.tv	77788639/ 4112213	Registered	USA
MyDestination.TV, Inc.	MyDestination.tv	77788641/ 4158156	Registered	USA
Smart Media, Inc.	SmartTV.com	85406477/ 4522354	Registered	USA
Smart Media, Inc.		74523063/ 2286864	Registered	USA
Smart Media, Inc.	Smart TV	85043149/ 4099700	Registered	USA
Smart Media, Inc.	The Smart Way To Watch TV	85406461/ 4522353	Registered	USA
The Gossip Queens, Inc.	THE GOSSIP QUEENS	7782172/ 3975149	Registered	USA

Trade Names

Grantor	Other Name Used
CF Entertainment Inc.	Entertainment Studios
Entertainment Studios Motion Pictures, LLC	Freestyle Releasing Freestyle Digital Media Turtles Crossing

Schedule A

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