# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| 19 Recordings Limited | | 03/17/2005 | CORPORATION: UNITED KINGDOM |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Bear Stearns Corporate Lending Inc. |
| Street Address: | 383 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10179 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2868190 | S CLUB 7 |

CORRESPONDENCE DATA

Fax Number: (714)755-8290
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Perry J. Viscounty, Esq.
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|---|---|
| NAME OF SUBMITTER: | Anna T Kwan |
| Signature: | /atk/ |
| Date: | 03/21/2005 |

Total Attachments: 8

OP $40.00 2868190

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# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2005, by 19 Entertainment Limited and 19 Recordings Limited ("Grantors"), in favor of BEAR STEARNS CORPORATE LENDING INC., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks, financial institutions and other entities (the "Lenders") from time to time parties to the Bridge Loan Credit Agreement, dated as of March 17, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement")

W I T N E S S E T H:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") among Sports Entertainment Enterprises, Inc., a Colorado corporation (d/b/a CKX, Inc. ) ("Borrower"), and Bear Sterns Corporate Lending, Inc., as Administrative Agent under the Credit Agreement.

WHEREAS, Grantors is required to execute and deliver to the Administrative Agent for the benefit of the Lenders (as defined in the Guarantee and Collateral Agreement), this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and if not therein defined, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Grantors hereby grant to the Administrative Agent, for the benefit of the Lenders, a security interest and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I

hereto (as such schedule may be amended or supplemented from time to time);

(ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Trademarks to which Grantor(s) is a party (whether such Grantor(s) is licensee or licensor thereunder; and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to any of the following (collectively, the "Excluded Assets") and such Excluded Assets shall not be deemed Trademark Collateral for purposes of this Agreement; notwithstanding any of the other provisions set forth in this Section, this Agreement shall not constitute a grant of a security interest (i) in any Excluded Collateral (as defined in the Guarantee and Collateral Agreement) or (ii) in any property to the extent that such grant of a security interest (x) is prohibited by any Requirements of Law of a Governmental Authority, (y) requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or (z) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC to prevent the attachment of the security interest granted hereunder; provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of any lease, license, contract or other property that is not prohibited under, or does not result in any of the consequences specified in, clauses x, y, or z above including, without limitation, any proceeds of such property.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Lenders pursuant to the Guarantee and Collateral Agreement and 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 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 Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

19 RECORDINGS LIMITED

By: _____

Name: Thomas Benson
Title: Executive Vice President and CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )
) ss.
COUNTY OF New York )

On this 17th day of March, 2005 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 Grantor, 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.

_____
Notary Public

{seal}

KEITH M. WILSON
NOTARY PUBLIC, State of New York
No. 01WI6001958
Qualified in New York County
Commission Expires July 14, 2007

[SIGNATURES CONTINUED ON NEXT PAGE]



TRADEMARK
REEL: 003050 FRAME: 0082

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

19 ENTERTAINMENT LIMITED

By: _____
Name: Thomas Benson
Title: Executive Vice President and CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )
COUNTY OF New York ) ss.

On this 17th day of March, 2005 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 Grantor, 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.

_____
Notary Public

{seal}

KEITH M. WILKINSON
NOTARY PUBLIC, State of New York
No. 01WI6061958
Qualified in New York County
Commission Expires July 14, 2007

[SIGNATURES CONTINUED ON NEXT PAGE]



TRADEMARK
REEL: 003050 FRAME: 0083

ACCEPTED AND ACKNOWLEDGED BY:

BEAR STEARNS CORPORATE LENDING INC.,
AS ADMINISTRATIVE AGENT

By: _____
Name: VICTOR BULZACCHELLI
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

| **19 Entertainment Limited**<br>**U.S. TRADEMARK APPLICATIONS** | | |
|---|---|---|
| Trademark | App. No. | App. Date |
| AJ5 | 76546836 | September 8, 2003 |
| AMERICAN JUNIORS | 78236919 | April 11, 2003 |
| AMERICAN JUNIORS | 76543516 | August 27, 2003 |
| AMERICAN JUNIORS | 76546835 | September 8, 2003 |
| AMERICAN JUNIORS (design) | 76542575 | September 5, 2003 |
| AMERICAN JUNIORS (design) | 76546834 | September 8, 2003 |
| AMERICAN JUNIORS (design) | 76546833 | September 8, 2003 |
| ANIMAL BEAT | 78076967 | August 1, 2001 |
| BIG BLUE | 78124918 | April 29, 2002 |
| FANTASIA BARRINO | 78428727 | June 2, 2004 |
| I DREAM | 78446292 | July 6, 2004 |
| I DREAM (design) | 76605146 | August 2, 2004 |
| I LOVE MUSIC | 78322365 | November 3, 2003 |
| I LOVE MUSIC (design) | 78322343 | November 3, 2003 |
| KELLY CLARKSON | 78163789 | September 13, 2002 |
| RUBEN STUDDARD | 78274766 | April 16, 2003 |
| SOUTHSIDE | 78511140 | November 4, 2004 |

| 19 Entertainment Limited<br>U.S. TRADEMARK REGISTRATIONS | | |
|---|---|---|
| Trademark | Reg. No. | Reg. Date |
| HIPSTER AND JACK | 2834243 | April 20, 2004 |
| AMERICAN JUNIORS | 2836545 | April 27, 2004 |

| 19 Recordings Limited<br>U.S. TRADEMARK REGISTRATION | | |
|---|---|---|
| Trademark | Reg. No. | Reg. Date |
| S CLUB 7 | 2868190 | August 3, 2004 |

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