TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S Club Limited		05/24/2006	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: 7145401235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0208 S CLUB 7 TM
NAME OF SUBMITTER:	Patricia A. Conner
Signature:	/Patricia A. Conner/
Date:	06/20/2006

OP $40.00 2868190

Total Attachments: 8
source=19 Enter TM#page1.tif
source=19 Enter TM#page2.tif
source=19 Enter TM#page3.tif
source=19 Enter TM#page4.tif
source=19 Enter TM#page5.tif
source=19 Enter TM#page6.tif
source=19 Enter TM#page7.tif
source=19 Enter TM#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2006 (this "Trademark Security Agreement"), by 19 Entertainment Limited and S Club 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 Revolving Credit Agreement, dated as of May 24, 2006 (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") between CKX, Inc., a Delaware corporation, and certain of it subsidiaries ("Borrower"), and Bear Sterns Corporate Lending, Inc., as Administrative Agent under the Credit Agreement.

WHEREAS, Grantors are required to execute and deliver to the Administrative Agent for the benefit of the Secured Parties (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 agree 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 ratable benefit of the Secured Parties, a security interest in, each Grantor's interest in the following property now owned or at any time hereafter acquired by each such Grantor or in which each such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each such Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service

marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof,

(ii) all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or group of countries or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing United States applications and registrations referred to in Schedule I;

(iii) the right to obtain all renewals thereof (subparagraphs i – iii, the "Trademarks"); and

(iv) any agreement (whether or not in writing) providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing material licenses referred to in Schedule I ("Trademark Licenses").

(b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, this Agreement shall not constitute a grant of a security interest in any Trademark Collateral to the extent that such grant of a security interest (w) is prohibited by any Requirements of Law of a Governmental Authority; (x) requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law; (y) 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 Trademark Collateral, 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 w, x, or y above including, without limitation, any proceeds of such Trademark Collateral; or (z) is in an application for a trademark and service mark filed in the U.S. Patent and Trademark Office (the "PTO") 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 PTO pursuant to 15 U.S.C. § 1060(a), at

which point the security interest granted herein shall attach to each such application..

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 benefit of the Secured Parties, 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 ENTERTAINMENT LIMITED

By: _____
Name: Thomas P. Benson
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
) ss.
COUNTY OF NY)

On this 24th day of May, 2006 before me personally appeared Thomas 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.

ALEXIS CRITIDES
NOTARY PUBLIC-STATE OF NEW YORK
No. 02CR6129682
Qualified in New York County
Commission Expires July 05, 2009

{seal}

_____
Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

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.

S CLUB LIMITED

By: _____
Name: Thomas P. Benson
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
) ss.
COUNTY OF NY)

On this 24th day of May, 2006 before me personally appeared Thomas 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.

ALEXIS CRITIDES
NOTARY PUBLIC-STATE OF NEW YORK
No. 02CR6129682
Qualified in New York County
Commission Expires July 05, 2009
{seal}

_____
Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

BEAR STEARNS CORPORATE LENDING INC.
AS ADMINISTRATIVE AGENT

By: _____
Name: Victor F. Bulzacchelli
Title: Vice President

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

19 Entertainment Limited U.S. TRADEMARK APPLICATIONS		
Trademark	App. No.	App. Date
AJ5	76546836	September 8, 2003
AMERICAN JUNIORS	78236919	April 11, 2003
AMERICAN JUNIORS	76546835	September 8, 2003
AMERICAN JUNIORS (design)	76546834	September 8, 2003
AMERICAN JUNIORS (design)	76546833	September 8, 2003
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
KELLY CLARKSON	78163789	September 13, 2002
SOUTHSIDE	78511140	November 4, 2004
CARRIE UNDERWOOD	78639088	December 22, 2005
SO YOU THINK YOU CAN DANCE (Co-Owned with Dick Clark Productions, Inc.)	78816940	February 16, 2006

19 Entertainment Limited U.S. TRADEMARK REGISTRATIONS		
Trademark	Reg. No.	Reg. Date
HIPSTER AND JACK	2834243	April 20, 2004
AMERICAN JUNIORS	2836545	April 27, 2004
AMERICAN JUNIORS	2975256	July 26, 2005
AMERICAN JUNIORS (design)	2975254	July 26, 2005
ANIMAL BEAT	2959301	June 7, 2005
BIG BLUE	3070025	March 21, 2006

S Club Limited U.S. TRADEMARK REGISTRATIONS		
Trademark	Reg. No.	Reg. Date
S Club 7	2868190	August 3, 2004

LA\1574576.5