

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Acknowledgement of Intellectual Property Collateral Lien

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SiTV, Inc.		01/03/2007	CORPORATION: DELAWARE
SiTV Media, Inc.		01/03/2007	CORPORATION: DELAWARE
JAAM Productions, LLC		01/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
SCN Distribution, LLC		01/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
Latino Events LLC		01/03/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Finance LLC
<b>Street Address:</b>	4445 Willard Avenue
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	3093039	BREAKFAST LUNCH AND DINNER
Registration Number:	3087732	SPEAK ENGLISH. LIVE LATIN.
Registration Number:	3080714	INSIDE JOKE
Registration Number:	3072116	ACROSS THE HALL
Registration Number:	3010687	SITV
Registration Number:	3008591	LATINO LAUGH FESTIVAL: THE SHOW
Registration Number:	3007774	SÍ WHAT YOU'VE BEEN MISSING
Registration Number:	2963310	SITV
Registration Number:	2917447	THE RUB

CH \$640.00 3093039

Registration Number:	2917448	THE DROP
Registration Number:	2918123	URBAN JUNGLE
Registration Number:	2889392	SI TV
Registration Number:	2991951	SITV
Serial Number:	78639432	ENGLISH TONGUE WITH A LATIN FLAVOR
Serial Number:	78639460	GENERATION SÍ
Serial Number:	78642079	SÍ TV SPEAK ENGLISH. LIVE LATIN.
Serial Number:	78844224	A COMIC'S COMIC
Serial Number:	78888389	DATING FACTORY
Serial Number:	78888392	FLOW AND TELL
Serial Number:	78638926	NOT SO FOREIGN FILMMAKERS SHOWCASE
Serial Number:	78888394	REGROUP
Serial Number:	78664506	ROAD DOGZ
Serial Number:	78351119	STYLEYES
Serial Number:	78844062	UNACCEPTABLE BEHAVIOR
Serial Number:	78844216	SOCIALLY UNACCEPTABLE PLAYERS

**CORRESPONDENCE DATA**

Fax Number: (312)827-8185  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-372-1121  
Email: trademarks@bellboyd.com, vswanson@bellboyd.com  
Correspondent Name: Bell, Boyd & Lloyd LLC  
Address Line 1: P.O. Box 1135  
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115192-22
NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	01/10/2007

Total Attachments: 10  
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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of January 3, 2007, is made by **SITV, INC.**, a Delaware corporation ("**Borrower**"); **SITV MEDIA, INC.**, a Delaware corporation ("**Holdings**"), **JAAM PRODUCTIONS, LLC**, a Delaware limited liability company ("**JAAM**"), **SCN DISTRIBUTION, LLC**, a Delaware limited liability company ("**SCN**"), and **LATINO EVENTS LLC**, a Delaware limited liability company ("**Latino Events**") (Borrower, Holdings, JAAM, SCN and Latino Events are sometimes collectively referred to herein as the "**Grantors**" and individually as a "**Grant**"); in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "**Secured Party**").

**RECITALS:**

**A.** Grantors, Secured Party and the other Lenders party thereto have entered into a certain Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

**B.** Pursuant to the Credit Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Credit Agreement.

**C.** One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

**1. Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**2. Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirm its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for

itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

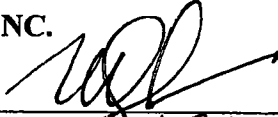
3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Credit Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**


**SITV, INC.**

By:   
Name: Michael Schwimmer  
Title: CEO

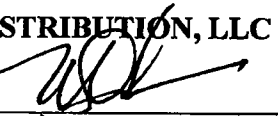
**SITV MEDIA, INC.**

By:   
Name: Michael Schwimmer  
Title: CEO


**JAAM PRODUCTIONS, LLC**

By:   
Name: Michael Schwimmer  
Title: CEO

**SCN DISTRIBUTION, LLC**

By:   
Name: Michael Schwimmer  
Title: CEO

**LATINO EVENTS LLC**

By:   
Name: Michael Schwimmer  
Title: CEO

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**SITV, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SITV MEDIA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JAAM PRODUCTIONS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCN DISTRIBUTION, LLC**

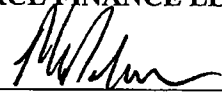
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LATINO EVENTS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By:   
Its: \_\_\_\_\_  
Title: **Peggy Balsawer**  
**Associate General Counsel**  
**Corporate Finance**

ACKNOWLEDGEMENT OF GRANTOR

SITV, INC.

STATE OF California )  
 )  
COUNTY OF Los Angeles )

SS:



On this 18<sup>th</sup> day of December, 2006 before me personally appeared Michael Schwimmer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SiTV, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Montse Garriga  
Notary Public  
My Commission Expires: Aug. 28, 2009

ACKNOWLEDGEMENT OF GRANTOR

SITV MEDIA, INC.

STATE OF California )  
 )  
COUNTY OF Los Angeles )

SS:

On this 18<sup>th</sup> day of December, 2006 before me personally appeared Michael Schwimmer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SiTV Media, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Montse Garriga  
Notary Public  
My Commission Expires: Aug. 28, 2009





ACKNOWLEDGEMENT OF GRANTOR



JAAM PRODUCTIONS, LLC

STATE OF California )

COUNTY OF Los Angeles )

ss:

On this 18<sup>th</sup> day of December, 2006 before me personally appeared Michael Schwimmer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JAAM Productions, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Montse Garriga  
Notary Public  
My Commission Expires: Aug. 28, 2009

ACKNOWLEDGEMENT OF GRANTOR

SCN DISTRIBUTION, LLC

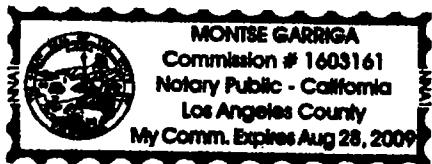
STATE OF California )

COUNTY OF Los Angeles )

ss:

On this 18<sup>th</sup> day of December, 2006 before me personally appeared Michael Schwimmer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SCN Distribution, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Montse Garriga  
Notary Public  
My Commission Expires: Aug. 28, 2009





**SCHEDULE I**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

**A. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

<b><u>Credit Party</u></b>	<b><u>Trademark Registrations and Application Numbers</u></b>
Si TV, Inc.	3093039
Si TV, Inc.	3087732
Si TV, Inc.	3080714
Si TV, Inc.	3072116
Si TV, Inc.	3010687
Si TV, Inc.	3008591
Si TV, Inc.	3007774
Si TV, Inc.	2963310
Si TV, Inc.	2917447
Si TV, Inc.	2917448
Si TV, Inc.	2918123
Si TV, Inc.	2889392
Si TV, Inc.	2991951
Si TV, Inc.	78639432
Si TV, Inc.	78639460
Si TV, Inc.	78642079
Si TV, Inc.	78844224
Si TV, Inc.	78888389
Si TV, Inc.	78888392
Si TV, Inc.	78638926
Si TV, Inc.	78888394
Si TV, Inc.	78664506
Si TV, Inc.	78351119
Si TV, Inc.	78844062
Si TV, Inc.	78844216
Si TV, Inc.	78638926

**SCHEDULE II**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**COPYRIGHT REGISTRATIONS**

A. REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

<b><u>Credit Party</u></b>	<b><u>Copyright Registrations and Application Numbers</u></b>
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Si TV, Inc.	SRu601-002
Si TV, Inc.	SRu600-998
Si TV, Inc.	SRu601-001
Si TV, Inc.	Pau2-970-254

**SCHEDULE III**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**PATENT REGISTRATIONS**

A. REGISTERED PATENTS AND PATENT APPLICATIONS

None.