

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Broadcast Facilities, Inc.		01/15/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Obsidian Agency Services, Inc.		
<b>Street Address:</b>	2951 28th Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2917974	ANDRITA STUDIOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)629-5063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-892-4653		
<b>Email:</b>	bharris@milbank.com		
<b>Correspondent Name:</b>	Benjamin Harris		
<b>Address Line 1:</b>	601 S. Figueroa St.		
<b>Address Line 2:</b>	30th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	37773-07900		
<b>NAME OF SUBMITTER:</b>	Benjamin Harris		
<b>Signature:</b>	/Benjamin Harris/		

CH \$40.00 2917974

**900152308**

**TRADEMARK  
 REEL: 004132 FRAME: 0663**

Date:

01/15/2010

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT** dated as of January 15, 2010 (this "**Agreement**"), among Broadcast Facilities, Inc., a Delaware corporation (the "**Borrower**"), the Subsidiaries of the Borrower and each other entity from time to time party hereto (together with the Borrower, each a "**Grantor**", and collectively, the "**Grantors**"), and OBSIDIAN AGENCY SERVICES, INC., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of January 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of January 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and 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**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, 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 or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

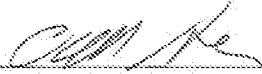
BROADCAST FACILITIES, INC.

By:   
Name: Simon Bax  
Title: Chief Executive Officer

CRAWFORD COMMUNICATIONS, INC.

By:   
Name: Simon Bax  
Title: President & Chief Executive Officer

OBSIDIAN AGENCY SERVICES, INC., as  
Collateral Agent

By:   
Name: David A. Hollander  
Title: Vice President

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BROADCAST FACILITIES, INC.	ANDRITA STUDIOS	2917974	January 11, 2005

II. Trademark Applications

None.

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRAWFORD COMMUNICATIONS, INC.	CRAWFORD MEDIA SERVICES, INC. AND THE JESSE CRAWFORD 2009-3 GRANTOR RETAINED ANNUITY TRUST	CRAWFORD COMMUNICATIONS, INC.	2642186	October 29, 2002
CRAWFORD COMMUNICATIONS, INC.	CRAWFORD MEDIA SERVICES, INC. AND THE JESSE CRAWFORD 2009-3 GRANTOR RETAINED ANNUITY TRUST	NONE [DESIGN ONLY]	2655965	December 3, 2002
CRAWFORD COMMUNICATIONS, INC.	CRAWFORD MEDIA SERVICES, INC. AND THE JESSE CRAWFORD 2009-3 GRANTOR RETAINED ANNUITY TRUST	CRAWFORD COMMUNICATIONS, INC.	2665680	December 24, 2002
CRAWFORD COMMUNICATIONS, INC.	CRAWFORD MEDIA SERVICES, INC. AND THE JESSE CRAWFORD 2009-3 GRANTOR RETAINED ANNUITY TRUST	ENCOMPASS	2924253	February 1, 2005