

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acknowledgement of Intellectual Property Collateral Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SITV, INC.		05/27/2010	CORPORATION: DELAWARE
SITV MEDIA, INC.		05/27/2010	CORPORATION: DELAWARE
JAAM PRODUCTIONS, LLC		05/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
SCN DISTRIBUTION, LLC		05/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
LATINO EVENTS LLC		05/27/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Atalaya Administrative LLC
Street Address:	623 Fifth Avenue
Internal Address:	16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3636579	COMIC QUICKIES
Registration Number:	3705202	COMIC QUICKIES
Registration Number:	3615201	CRASH THE PARTIES
Registration Number:	3615202	CRASH THE PARTIES
Serial Number:	77225305	DATING FACTORY
Registration Number:	3354463	DATING FACTORY
Registration Number:	3354475	FLOW AND TELL
Registration Number:	3588548	JAMMIN

CH \$915.00 3636579

Registration Number:	3588549	JAMMIN
Serial Number:	77790035	LATINO 101
Serial Number:	77790036	LATINO 101
Serial Number:	77858865	LATINO ENTERTAINMENT NETWORK
Serial Number:	77858866	LEN
Serial Number:	77838748	LIVING YOUR INNER LATINO
Registration Number:	3616843	LUV CARMEN
Registration Number:	3582908	LUV CARMEN
Serial Number:	77341636	ML MODEL LATINA
Registration Number:	3713371	ML MODEL LATINA
Registration Number:	3600679	MODEL LATINA
Registration Number:	3703518	MODEL LATINA
Serial Number:	85018826	MODEL LATINA NYC
Serial Number:	85018823	MODEL LATINA NYC
Serial Number:	77755491	MODELLATINA
Serial Number:	77755492	MODELLATINA
Serial Number:	77755512	MODEL LATINA MIAMI
Serial Number:	77755514	MODEL LATINA MIAMI
Registration Number:	3323183	ON THE UP
Serial Number:	77318590	ON THE UP
Serial Number:	77144286	PASTPORT
Serial Number:	77144290	PASTPORT
Serial Number:	77144291	PASTPORT CULTURAL SHOCK AHEAD.
Registration Number:	2322207	SI TV LATINO ENTERTAINMENT PROGRAMMING
Registration Number:	3576021	SITV
Registration Number:	3696989	TAKE THE LEAD
Registration Number:	3696990	TAKE THE LEAD
Serial Number:	77518401	TOTALLY AMERICAN, UNMISTAKABLY LATINO

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: chicago.trademarks@klgates.com,
valerie.swanson@klgates.com

Correspondent Name: K&L Gates LLP
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

TRADEMARK

ATTORNEY DOCKET NUMBER:	3722964-2
NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	06/03/2010
<p>Total Attachments: 12 source=sitv atalaya#page1.tif source=sitv atalaya#page2.tif source=sitv atalaya#page3.tif source=sitv atalaya#page4.tif source=sitv atalaya#page5.tif source=sitv atalaya#page6.tif source=sitv atalaya#page7.tif source=sitv atalaya#page8.tif source=sitv atalaya#page9.tif source=sitv atalaya#page10.tif source=sitv atalaya#page11.tif source=sitv atalaya#page12.tif</p>	

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this “**Acknowledgement**”), dated as of May 27, 2010, 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 “**Grantor**”); in favor of **ATALAYA ADMINISTRATIVE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to that certain Amended and Restated Credit Agreement described below (in such capacities, “**Secured Party**”).

RECITALS:

A. Grantors, Secured Party and the other Lenders party thereto have entered into that certain Amended and Restated 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:

CREDIT PARTIES:

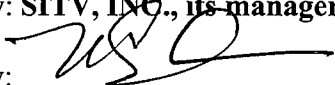
SITV MEDIA, INC.

By: 
Name: Michael Schwimmer
Title: Chief Executive Officer


SITV, INC.

By: 
Name: Michael Schwimmer
Title: Chief Executive Officer


JAAM PRODUCTIONS, LLC

By: **SITV, INC., its manager and sole member**
By: 
Name: Michael Schwimmer
Title: Chief Executive Officer

SCN DISTRIBUTION, LLC

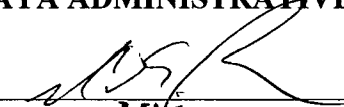
By: **SITV, INC., its manager and sole member**
By: 
Name: Michael Schwimmer
Title: Chief Executive Officer

LATINO EVENTS LLC

By: **SITV, INC., its manager and sole member**
By: 
Name: Michael Schwimmer
Title: Chief Executive Officer

Accepted and Agreed:

ATALAYA ADMINISTRATIVE LLC, as Secured Party

By: 
Its: Michael E. Bogdan
Title: Authorized Signatory

ACKNOWLEDGEMENT OF GRANTOR

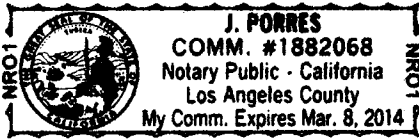
SITV, INC.

STATE OF California)
)
COUNTY OF Los Angeles)

ss:

Michael Schwimmer

On this 17 day of May, 2010 before me personally appeared _____, 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.



[Signature]

Notary Public
My Commission Expires: 3-8-2014

ACKNOWLEDGEMENT OF GRANTOR

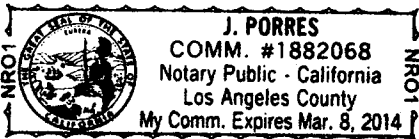
SITV MEDIA, INC.

STATE OF California)
)
COUNTY OF Los Angeles)

ss:

Michael Schwimmer

On this 17 day of May, 2010 before me personally appeared _____, 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.



[Signature]

Notary Public
My Commission Expires: 3-8-2014

ACKNOWLEDGEMENT OF GRANTOR

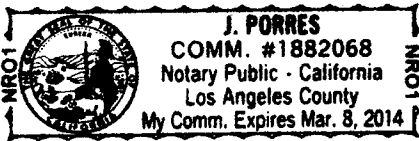
JAAM PRODUCTIONS, LLC

STATE OF California)

COUNTY OF Los Angeles)

ss:

On this 17 day of May, 2010 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.



Michael Schwimmer
Notary Public
My Commission Expires: 3-8-2014

ACKNOWLEDGEMENT OF GRANTOR

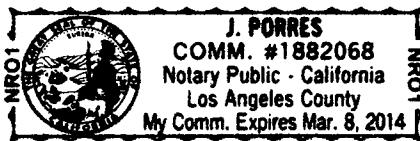
SCN DISTRIBUTION, LLC

STATE OF California)

COUNTY OF Los Angeles)

ss:

On this 17 day of May, 2010 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.



Michael Schwimmer
Notary Public
My Commission Expires: 3-8-2010

ACKNOWLEDGEMENT OF GRANTOR

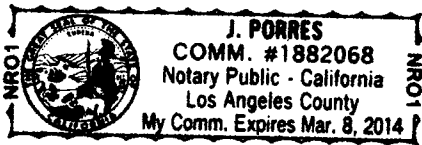
LATINO EVENTS LLC

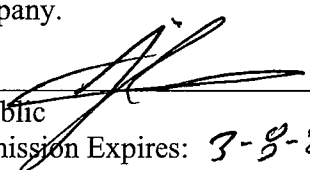
STATE OF California)

COUNTY OF Los Angeles)

ss:

On this 17 day of May, 2010 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 Latino Events 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.





Notary Public

My Commission Expires: 3-8-2014

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

MARK	COUNTRY/ STATE	SERIAL NUMBER & DATE	REGISTRATION NUMBER & DATE
COMIC QUICKIES	United States	77/507,770 06/25/2008	3,636,579 06/09/2009
COMIC QUICKIES	United States	77/715,338 04/16/2009	3,705,202 08/18/2009
CRASH THE PARTIES	United States	77/557,322 08/27/2008	3,615,201 05/05/2009
CRASH THE PARTIES	United States	77/557,323 08/27/2008	3,615,202 05/05/2009
DATING FACTORY	United States	77/225,305 07/09/2007	
DATING FACTORY	United States	78/979,077 05/19/2006	3,354,463 12/11/2007
FLOW AND TELL	United States	78/979,157 05/19/2006	3,354,475 12/11/2007
JAMMIN	United States	77/358,719 12/21/2007	3,588,548 03/10/2009
JAMMIN	United States	77/358,720 12/21/2007	3,588,549 03/10/2009
LATINO 101	United States	77/790,035 07/27/2009	
LATINO 101	United States	77/790,036 07/27/2009	
LATINO ENTERTAINMENT NETWORK	United States	77/858,865 10/27/2009	
LEN	United States	77/858,866 10/27/2009	
LIVING YOUR INNER LATINO	United States	77/838,748 09/30/2009	
LUV CARMEN	United States	77/292,401 09/30/2007	3,616,843 05/05/2009
LUV Carmen	United States	77/523,923 07/16/2008	3,582,908 03/03/2009
LUV CARMEN	United States	77/523,924 07/16/2008	3,582,908 03/03/2009
ML MODEL LATINA	United States	77/341,636 11/30/2007	
ML MODEL LATINA	United States	77/977,704 11/30/2007	3,713,371 11/17/2009
MODEL LATINA	United States	77/976,157 11/08/2007	3,600,679 03/31/2009
MODEL LATINA	United States	77/977,705 11/30/2007	3,703,518 10/27/2009
MODEL LATINA NYC	United States	85/018,826 04/20/2010	

MARK	COUNTRY/ STATE	SERIAL NUMBER & DATE	REGISTRATION NUMBER & DATE
MODEL LATINA NYC	United States	85/018,823 04/20/2010	
MODELLATINA	United States	77/755,491 06/09/2009	
MODELLATINA	United States	77/755,492 06/09/2009	
MODELLATINA MIAMI	United States	77/755,512 006/09/2009	
MODELLATINA MIAMI	United States	77/755,514 06/09/2009	
ON THE UP	United States	77/104,246 02/09/2007	3,323,183 10/30/2007
ON THE UP	United States	77/318,590 10/31/2007	
PASTPORT	United States	77/144,286 03/29/2007	
PASTPORT	United States	77/144,290 03/29/2007	
PASTPORT, CULTURAL SHOCK AHEAD	United States	77/144,291 03/29/2007	
SI TV	United States	77/520,682 07/11/2008	3,576,021 02/17/2009
SI TV LATINA ENTERTAINMENT PROGRAMMING	United States	75/364,080 09/26/1997	2,322,207 02/22/2000
SITV	United States	77/520,682 07/11/2008	3,576,021 02/17/2009
TAKE THE LEAD	United States	77/622,080 11/25/2008	3,696,989 10/13/2009
TAKE THE LEAD	United States	77/622,082 11/25/2008	3,696,990 10/13/2009
TOTALLY AMERICAN, UNMISTAKABLY LATINO	United States	77/518,401 07/09/2008	

B. TRADEMARK APPLICATIONS

NONE.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS.

TITLE OF WORK	COUNTRY/ STATE	REGISTRATION NUMBER	REGISTRATION DATE
Barbacoa; one page outline of a story for a proposed television pilot / By Michael Ray Cevallos & Gilbert Roland Cevallos, for SCN Enterprises, LLC d.b.a. SiTV, as a work made for hire.	United States	V3444D498 P1-4	11/19/1999
Carlos Mencia in the best of funny is funny.	United States	V3556D155 P1-3	08/16/2007
Funny is funny: season 2, no. 201-227	United States	PAu003095287	01/19/2007
Urban jungle 2 theme	United States	SRu000618277	01/21/2006
Welcome to my urban jungle	United States	SRu000618278	01/21/2006

B. COPYRIGHT APPLICATIONS:

NONE.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

- A. REGISTERED PATENTS AND PATENT APPLICATIONS.
NONE.