

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dick Clark Productions, Inc.		08/13/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
<b>Street Address:</b>	700 S. Flower Street
<b>Internal Address:</b>	Suite 500
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90017
<b>Entity Type:</b>	National Association: CALIFORNIA

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2590985	AB
Registration Number:	1497134	AB
Registration Number:	1858166	AB
Registration Number:	3541597	AMA
Registration Number:	1631927	
Registration Number:	1849271	AMERICAN BANDSTAND
Registration Number:	1284690	AMERICAN BANDSTAND
Registration Number:	1482459	AMERICAN BANDSTAND
Registration Number:	2980819	AMERICAN BANDSTAND GRILL
Registration Number:	2829637	AMERICAN BANDSTAND THE ROCK 'N' ROLL YEARS
Registration Number:	3777390	AMERICAN MUSIC AWARDS
Registration Number:	3779759	AWARDS SHOW NETWORK
Registration Number:	3819737	AWARDS SHOW NETWORK
Registration Number:	3279278	BEST OF BANDSTAND

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Registration Number:	2466773	BLOOPERS
Registration Number:	3491987	BLOOPERS
Registration Number:	1493611	DC
Registration Number:	1492966	DC
Registration Number:	3685452	DC
Registration Number:	3411751	DICK CLARK'S
Registration Number:	2822290	DICK CLARK'S AB GRILL
Registration Number:	2804209	DICK CLARK'S AB GRILL
Registration Number:	2509880	DICK CLARK'S AB GRILL
Registration Number:	3544186	DICK CLARK'S AMERICAN BANDSTAND
Registration Number:	3561675	DICK CLARK'S AMERICAN BANDSTAND
Registration Number:	2883594	DICK CLARK'S AMERICAN BANDSTAND
Registration Number:	2804208	DICK CLARK'S AMERICAN BANDSTAND
Registration Number:	3561674	DICK CLARK'S AMERICAN BANDSTAND
Registration Number:	3537748	DICK CLARK'S AMERICAN BANDSTAND
Registration Number:	1783029	DICK CLARK'S AMERICAN BANDSTAND GRILL AB
Registration Number:	3461286	DICK CLARK'S AMERICAN BANDSTAND THEATER
Registration Number:	3279277	DICK CLARK'S BEST OF BANDSTAND
Registration Number:	3646648	DICK CLARK'S NEW YEAR'S ROCKIN' EVE
Registration Number:	2724760	GREED
Registration Number:	1835779	NEW YEAR'S ROCKIN' EVE
Serial Number:	85063859	SYTYCD
Registration Number:	3194223	SO YOU THINK YOU CAN DANCE
Registration Number:	3648958	SO YOU THINK YOU CAN DANCE
Registration Number:	3193211	SO YOU THINK YOU CAN DANCE
Registration Number:	3700424	SO YOU THINK YOU CAN DANCE
Registration Number:	3387351	SO YOU THINK YOU CAN DANCE
Registration Number:	3458648	SO YOU THINK YOU CAN DANCE
Registration Number:	1222096	THE AMERICAN MUSIC AWARDS
Registration Number:	1880977	THE GREAT AMERICAN FOOD EXPERIENCE
Registration Number:	3823276	THE TAMI SHOW
Registration Number:	2812016	AB
Registration Number:	3743805	SO YOU THINK YOU CAN DANCE

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 004271 FRAME: 0935**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-280-3562  
Email: ted.mulligan@wolterskluwer.com  
Correspondent Name: Ted Mulligan  
Address Line 1: 4400 Easton Commons Way  
Address Line 2: Suite 125  
Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER:	7916013
NAME OF SUBMITTER:	Ted Mulligan
Signature:	/Ted Mulligan/
Date:	08/19/2010

**Total Attachments: 9**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2010 (this "Agreement"), is made by dick clark productions, inc., a Delaware corporation (the "Grantor"), in favor of The Bank of New York Mellon Trust Company, N.A., as the Collateral Agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to an Indenture, dated as of August 13, 2010 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Indenture"), among dcp LLC, a Delaware limited liability company, dcp Corp., a Delaware corporation, the Guarantors, the Collateral Agent and The Bank of New York Mellon Trust Company, N.A., as Trustee, the Issuers have issued the Initial Notes; and

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 13, 2010 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Indenture and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the

business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Secured Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Indenture or (ii) the occurrence of the Termination Date, the security

interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. [Reserved].

SECTION 8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR OR CONTEMPORANEOUS ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

DICK CLARK PRODUCTIONS, INC.

By:  \_\_\_\_\_

Name: Norman D. Chirite  
Title: Vice President

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Collateral Agent

By: \_\_\_\_\_

Name:  
Title:

[Trademark Security Agreement Signature Page]

TRADEMARK  
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

DICK CLARK PRODUCTIONS, INC.

By: \_\_\_\_\_  
Name: Norman D. Chirite  
Title: Vice President

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Collateral Agent

By: Alex Briffett  
Name: John A. (Alex) Briffett  
Title: Authorized Signatory



SCHEDULE I  
to Trademark Security Agreement

**Item A. Trademarks**

See Attachment.

**Item B. Trademark Licenses**

None.

July 27, 2010

Re: dcpi Trademarks 2010

MARK	REGISTRANT	CLASS	SERIAL /REG. NO.	REGISTRATION DATE	STATUS
AB (Stylized)	dick clark productions, inc.	6, 20	2,590,985	7/9/2002	Registered
AB (Stylized)	dick clark productions, inc.	41	1,497,134	7/19/1988	Registered
AB (Stylized)	dick clark productions, inc.	16	1,858,166	10/11/1994	Registered
AMA	dick clark productions, inc.	41	3,541,597	12/2/2008	Registered
AMA (Statue design)	dick clark productions, inc.	41	1,631,927	1/15/1991	Registered
AMERICAN BANDSTAND	dick clark productions, inc.	16	1,849,271	8/9/1994	Registered
AMERICAN BANDSTAND	dick clark productions, inc.	41	1,284,690	7/3/1984	Registered
AMERICAN BANDSTAND	dick clark productions, inc.	25	1,482,459	3/29/1988	Registered
AMERICAN BANDSTAND GRILL	dick clark productions, inc.	43	2,980,819	8/2/2005	Registered
AMERICAN BANDSTAND THE ROCK 'N' ROLL YEARS	dick clark productions, inc.	16	2829637	4/4/2004	Registered
AMERICAN MUSIC AWARDS	dick clark productions, inc.	41	3,777,390	4/20/2010	Registered
AWARDS SHOW NETWORK	dick clark productions, inc.	41	3,779,759	4/20/2010	Registered - Supplemental Register
AWARDS SHOW NETWORK (Design)	dick clark productions, inc.	41	3,819,737	7/13/2010	Registered
BEST OF BANDSTAND	dick clark productions, inc.	9	3,279,278	8/14/2007	Registered
BLOOPERS	dick clark productions, inc.	41	2,466,773	7/3/2001	Registered - Supplemental Register
BLOOPERS	dick clark productions, inc.	41	3,491,987	8/26/2008	Registered
DC	dick clark productions, inc.	41	1,493,611	6/21/1988	Registered
DC	dick clark productions, inc.	9	1,492,966	6/21/1988	Registered
DC	dick clark productions, inc.	9	3,685,452	9/22/2009	Registered
DICK CLARK'S	dick clark productions, inc.	25	3,411,751	4/15/2008	Registered
DICK CLARK'S AB GRILL (Design)	dick clark productions, inc.	25	2,822,290	3/16/2004	Registered
DICK CLARK'S AB GRILL	dick clark productions, inc.	25	2,804,209	1/13/2004	Registered

(NY112142;2.1)

MARK	REGISTRANT	CLASS	SERIAL /REG. NO.	REGISTRATION DATE	STATUS
DICK CLARK'S AB GRILL (and design)	dick clark productions, inc.	20	2,509,880	11/20/2001	Registered
DICK CLARK'S AMERICAN BANDSTAND	dick clark productions, inc.	9, 41	3,544,186	12/9/2008	Registered
DICK CLARK'S AMERICAN BANDSTAND	dick clark productions, inc.	35	3,561,675	1/13/2009	Registered
DICK CLARK'S AMERICAN BANDSTAND (and deisgn)	dick clark productions, inc.	25	2,883,594	9/14/2004	Registered
DICK CLARK'S AMERICAN BANDSTAND	dick clark productions, inc.	25	2,804,208	1/13/2004	Registered
DICK CLARK'S AMERICAN BANDSTAND	dick clark productions, inc.	43	3,561,674	1/13/2009	Registered
DICK CLARK'S AMERICAN BANDSTAND	dick clark productions, inc.	41	3,537,748	11/25/2008	Registered
DICK CLARK'S AMERICAN BANDSTAND GRILL AB (and design)	dick clark productions, inc.	42	1,783,029	7/20/1993	Registered
DICK CLARK'S AMERICAN BANDSTAND THEATER	dick clark productions, inc.	41	3,461,286	7/8/2008	Registered
DICK CLARK'S BEST OF BANDSTAND	dick clark productions, inc.	9	3,279,277	8/14/2007	Registered
DICK CLARK'S NEW YEAR'S ROCKIN' EVE	dick clark productions, inc.	41	3,646,648	6/30/2009	Registered
GREED (stylized)	dick clark productions, inc.	41	2,724,760	6/10/2003	Registered
NEW YEAR'S ROCKIN EVE	dick clark productions, inc.	41	1,835,779	8/1/2008	Registered
SYTYCD	dick clark productions, inc. and 19 Entertainment Ltd	41	85/063,859	N/a	Pending
SO YOU THINK YOU CAN DANCE (stylized)	dick clark productions, inc. and 19 Entertainment Ltd.	41	3,194,223	1/2/2007	Registered
SO YOU THINK YOU CAN DANCE	dick clark productions, inc. and 19 Entertainment Ltd.	25	3,648,958	6/30/2009	Registered

{NY112142;2.1}

MARK	REGISTRANT	CLASS	SERIAL /REG. NO.	REGISTRATION DATE	STATUS
SO YOU THINK YOU CAN DANCE	dick clark productions, inc. and 19 Entertainment Ltd.	41	3,193,211	1/2/2007	Registered
SO YOU THINK YOU CAN DANCE	dick clark productions, inc. and 19 Entertainment Ltd.	9, 26	3,700,424	10/20/2009	Registered
SO YOU THINK YOU CAN DANCE	dick clark productions, inc. and 19 Entertainment Ltd.	41	3,387,351	2/26/2008	Registered
SO YOU THINK YOU CAN DANCE	dick clark productions, inc. and 19 Entertainment Ltd.	41	3,458,648	7/1/2008	Registered
THE AMERICAN MUSIC AWARDS	dick clark productions, inc.	41	1,222,096	12/28/1982	Registered
THE GREAT AMERICAN FOOD EXPERIENCE	dick clark productions, inc.	42	1,880,977	2/28/1995	Registered
THE TAMI SHOW	dick clark productions, inc.	9	3,823,276	7/20/2010	Registered
AB	dick clark productions, inc.	21	2,812,016	2/10/2004	Registered. *Section 8 &15 due 8/10/2010 and filing not of record.
So You Think You Can Dance	Dick Clark Productions, Inc./19 Entertainment Limited	16	3,743,805	2/2/2010	Registered

{NY112142;2.1}

RECORDED: 08/19/2010

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