

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT															
NATURE OF CONVEYANCE:		SECURITY INTEREST															
CONVEYING PARTY DATA																	
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CORRESPONDENCE DATA																	
<p>Fax Number: (310)246-6779 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 310-246-8568 Email: jcao@omm.com Correspondent Name: Ms. Jing Cao Address Line 1: 1999 Avenue of the Stars, 7th Floor Address Line 4: Los Angeles, CALIFORNIA 90067</p>																	
ATTORNEY DOCKET NUMBER:		0019368-01216															

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~~TRADEMARK~~
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NAME OF SUBMITTER:	Jing Cao
Signature:	/Jing Cao/
Date:	09/30/2010
Total Attachments: 5 source=Trademark Security Agreement 9_30_2010#page1.tif source=Trademark Security Agreement 9_30_2010#page2.tif source=Trademark Security Agreement 9_30_2010#page3.tif source=Trademark Security Agreement 9_30_2010#page4.tif source=Trademark Security Agreement 9_30_2010#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2010, between CREATIVE ARTISTS AGENCY, LLC (the "**Borrower**") and CAIC, LLC ("**CAIC**," together with the Borrower, the "**Grantors**," each a "**Grantor**"), on one hand, and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (as defined below), on the other hand.

Reference is made to the Pledge and Security Agreement dated as of September 30, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among CONSTELLATION HOLDINGS II, LLC ("**Holdings**"), the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit and Guaranty Agreement dated as of September 30, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the Subsidiary Guarantors, BANK OF AMERICA, N.A., as Administrative Agent and L/C Issuer, and each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"). CAIC is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver, together with Borrower, 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 Article I of the Credit 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 and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and 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, trade dress, logos, designs, fictitious business names, other source or business identifiers, 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 USPTO 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, as well as any unregistered trademarks and service marks used by a Grantor, and (b) all goodwill connected with the use of and symbolized thereby, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.


Section 5. Representations and Warranties. The Grantors jointly and severally represent and warrant, as to themselves and each of the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

Section 6. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.


[Signatures on following page]

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

CREATIVE ARTISTS AGENCY, LLC
as the Borrower,

By: 
Name: Michael Rubel
Title: General Counsel


CAIC, LLC
as Grantor,

By: 
Name: Michael Rubel
Title: General Counsel

Signature Page for
Trademark Security Agreement

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BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Tiffany Smith
Title: Assistant Vice President

Schedule I

Trademark Collateral

Grantor	Trademark or Service Mark	Date Granted	Registration No. and Jurisdiction
Creative Artists Agency, LLC	THE CASSANDRA REPORT	1/13/04	Reg. No. 2804326 U.S.
CAIC, LLC	TRENDCENTRAL	1/18/05	Reg. No. 2918673 U.S.
CAIC, LLC	YOUTH INTELLIGENCE ¹	2/3/98	Reg. No. 2134509 U.S.

Grantor	Trademark or Service Mark Application	Date Filed	Application No. and Jurisdiction
Creative Artists Agency, LLC	THE CASSANDRA COMPANY	3/30/10	App. No. 77/838613 U.S.

¹ Inactive.