

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 1 to the Trademark Security Agreement dated as of May 24, 2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
19 Entertainment Limited		04/15/2011	private limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85209777	19	
Serial Number:	85209796	19	
Registration Number:	3919384	SYTYCD	
Registration Number:	3870192	IF I CAN DREAM	
Serial Number:	77644802	IF I CAN DREAM	
Registration Number:	3870191	IF I CAN DREAM	
Serial Number:	77643232	IF I CAN DREAM	
Registration Number:	3743805	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:	3194223	SO YOU THINK YOU CAN DANCE	
Registration Number:	3700424	SO YOU THINK YOU CAN DANCE	
Registration Number:	3648958	SO YOU THINK YOU CAN DANCE	

TRADEMARK

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CORRESPONDENCE DATA**Fax Number:** (714)755-8290*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Email:** ipdocket@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 650 Town Center Drive**Address Line 2:** Suite 2000**Address Line 4:** Costa Mesa, CALIFORNIA 92626**ATTORNEY DOCKET NUMBER:**

045494-0067

NAME OF SUBMITTER:

Kristin J. Azcona

Signature:

/kja/

Date:

04/27/2011

Total Attachments: 10

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SUPPLEMENT NO. 1 TO THE TRADEMARK SECURITY
AGREEMENT DATED AS OF MAY 24, 2006

WHEREAS, pursuant to the terms of the Amended and Restated Credit Agreement, dated as of April 15, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Restated Credit Agreement"), among CKX, Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto as lenders (the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent") and collateral agent for the Secured Parties (as defined therein) (in such capacity, together with its successors and permitted assigns in such capacity, the "Collateral Agent"), the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of May 24, 2006 (as supplemented by the Assumption Agreement (as defined below) and by the Reaffirmation Agreement (as defined below), and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among the Borrower, the subsidiary guarantors party thereto (the "Guarantors") and Bear Stearns Corporate Lending Inc. (the "Existing Agent"), the Borrower and the Guarantors assigned and transferred to the Existing Agent a security interest in certain properties set forth therein;

WHEREAS, pursuant to the Trademark Security Agreement, dated as of May 24, 2006 (as supplemented by the Assignment and Assumption Agreement (as defined below) and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among 19 Entertainment Limited (the "Existing Grantor"), pursuant to which the Existing Grantor granted to the Existing Agent (for the benefit of itself and the Lenders), as security for the Existing Grantor's Obligations or for its obligations under and in connection with its guarantee of the Borrower's Obligations pursuant to the Guarantee and Collateral Agreement, a continuing security interest in all of the Existing Grantor's right, title and interest in, to and under all of the Trademarks and Trademark Licenses listed on Schedule 1 thereunder, all goodwill associated therewith and all proceeds of any and all of the foregoing, pledged to the Existing Agent (for the benefit of itself and the Lenders) pursuant to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Assignment and Assumption Agreement, dated as of April 15, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Assignment and Assumption Agreement"), by and among the Collateral Agent, the Existing Agent, the Existing Grantor, All Girl Productions, J2K Productions, Inc., 19 TV Limited, 19 Management Limited, Focus Enterprises, Inc., and 19 Recordings Limited, the Existing Agent irrevocably assigned to the Collateral Agent all of the Existing Agent's interest in, rights and obligations under the Trademark Security Agreement;

WHEREAS, pursuant to the Assumption Agreement, dated as of April 15, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Assumption Agreement"), by and among Native Management Limited, Native Songs Limited, Double Vision Film Limited, Freedom Media Limited, Freedom TV Limited, This Land Productions, Inc., CTA Productions, Inc., Masters of Dance Productions Inc., SYTYCD DVD Productions, Inc., CKX Holding Corp., IICD, LLC, The Comedy Hall of Fame, LLC, and 19 Entertainment Worldwide LLC (the "Additional Grantors"), the Additional Grantors have joined as parties to and have assumed the rights and obligations of "Grantors" under the Guarantee and Collateral Agreement (together with the Existing Grantor, the "Grantors") and under the Trademark Security Agreement;

WHEREAS, pursuant to the Reaffirmation Agreement, dated as of April 15, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Reaffirmation Agreement”), among the Reaffirming Parties (as defined therein) and the Collateral Agent, each Reaffirming Party reaffirmed its payment obligations, guarantees, pledges, grants of security interests and other obligations under each of the Loan Documents (as defined in the Restated Credit Agreement) to which is it a party;

WHEREAS, the Grantors have registered additional Trademarks and/or Trademark Licenses since the date of execution of the Trademark Security Agreement;

WHEREAS, the Trademarks and Trademark Licenses listed in Schedule 1 to the Trademark Security Agreement immediately prior to giving effect to the Restated Credit Agreement do not reflect all the Trademarks and Trademark Licenses held by the Grantors as of the date hereof;

THEREFORE,

A. The parties listed in Annex A hereby join as parties to the Trademark Security Agreement and assume the rights and obligations of “Grantors” thereunder;

B. Each of the Grantors does hereby grant to the Collateral Agent (for the benefit of the Secured Parties), as security for such Grantor’s Obligations or for its obligations under and in connection with its guarantee of the Borrower Obligations pursuant to the Guarantee and Collateral Agreement, a continuing security interest in and to all of such Grantor’s right, title and interest in, to and under all Trademarks and Trademark Licenses being added to Schedule 1 of the Trademark Security Agreement pursuant to Annex B below, all goodwill associated therewith, and all proceeds of any and all of the foregoing; and

C. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by: 1) joining the entities listed in Annex A as parties thereto, with all the rights and obligations of “Grantors” thereunder; and 2) amending Schedule 1 thereof by including the Trademarks and Trademark Licenses listed on Annex B hereto, so as to reflect all of the Trademarks and Trademark Licenses granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the terms of the Trademark Security Agreement and the Guarantee and Collateral Agreement.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof. As used in the Trademark Security Agreement, the terms “Agreement”, “this Agreement”, “this Trademark Security Agreement”, “herein”, “hereafter”, “hereto”, “hereof” and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by each of the Grantors.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark Licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Collateral Agent’s rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by any Grantor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office, or (ii) any financing

statement, continuation statement, deed or charge or other instrument executed by any Grantor and heretofore filed in any state or county in the United States of America or elsewhere.

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Trademark Security Agreement and if not therein defined, in the Guarantee and Collateral Agreement.

IN WITNESS WHEREOF, each of the Grantors has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed as of April 15, 2011.

(Signature Page Follows)

19 ENTERTAINMENT LIMITED

By: Thomas P. Benson
Name: Thomas P. Benson
Title: Director

19 TV LIMITED

By: Thomas P. Benson
Name: Thomas P. Benson
Title: Director

THE COMEDY HALL OF FAME, LLC
by CFX, Inc. it's Managing member

By: Thomas P. Benson
Name: Thomas P. Benson
Title: Executive Vice President
Chief Financial officer
and Treasurer

Signature Page To Supplement No. 1 to the Trademark Security Agreement

ANNEX A

PARTIES ADDED AS GRANTORS

Name of Grantor	<u>Type of Organization (e.g. corporation, limited liability company, limited partnership)</u>	<u>Jurisdiction of Organization/ Formation</u>	<u>Organizational Identification Number</u>
The Comedy Hall of Fame, LLC	limited liability company	Delaware	4734202

ANNEX B

NEW TRADEMARKS AND TRADEMARK LICENSES

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Status</u>	<u>Serial/Registration No.</u>
19 Entertainment Limited	19		PENDING	85209777
19 Entertainment Limited	19		PENDING	85209796
19 Entertainment Limited	SYTYCD	2/15/11	REGISTERED	3919384
19 Entertainment Limited	IF I CAN DREAM	11/2/10	REGISTERED Section 44(D)	3870192
19 Entertainment Limited	IF I CAN DREAM		PUBLISHED (PENDING)	77644802
19 Entertainment Limited	IF I CAN DREAM	11/2/10	REGISTERED Section 44(D)	3870191
19 Entertainment Limited	IF I CAN DREAM		PUBLISHED (PENDING)	77643232
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	2/2/10	REGISTERED Section 44(D)	3743805
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	2/26/08	REGISTERED	3387351
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	7/1/08	REGISTERED	3458648
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	1/2/07	REGISTERED	3194223
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	10/20/09	REGISTERED	3700424
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	6/30/09	REGISTERED	3648958
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	1/2/07	REGISTERED	3193211
19 Entertainment Limited	CARRIE UNDERWOOD	4/22/08	REGISTERED	3415693
19 Entertainment Limited	I LOVE MUSIC	11/28/06	REGISTERED Section 44(D)	3175964
19 Entertainment Limited	KELLY CLARKSON	8/7/07	REGISTERED	3275995
The Comedy Hall of Fame, LLC	STAND-UP COMEDY HALL OF FAME		PENDING	77843720
19 TV Limited	AMERICAN IDOL	January 30, 2007	REGISTERED	3204113
19 TV Limited	AMERICAN IDOL	November 20, 2007	REGISTERED	3342055

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<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Status</u>	<u>Serial/Registration No.</u>
19 TV Limited	AMERICAN IDOL	December 4, 2007	REGISTERED	3350013
19 TV Limited	AMERICAN IDOL	January 25, 2011	REGISTERED	3911371
19 TV Limited	AMERICAN IDOL	December 18, 2007	REGISTERED	3357980
19 TV Limited	AMERICAN IDOL	April 22, 2008	REGISTERED	3416143
19 TV Limited	AMERICAN IDOL	September 7, 2010	REGISTERED	3845238
19 TV Limited	AMERICAN IDOL	September 7, 2010	REGISTERED	3845240
19 TV Limited	AMERICAN IDOL	December 23, 2008	REGISTERED	3550806
19 TV Limited	AMERICAN IDOL	September 7, 2010	REGISTERED	3845239
19 TV Limited	AMERICAN IDOL	January 13, 2009	REGISTERED	3561850
19 TV Limited	AMERICAN IDOL	July 3, 2007	REGISTERED	3,257,662
19 TV Limited	AMERICAN IDOL	September 15, 2009	REGISTERED	3683826
19 TV Limited	AMERICAN IDOL	March 30, 2007	REGISTERED	3,493,354
19 TV Limited	AMERICAN IDOL	December 11, 2007	REGISTERED	3353040
19 TV Limited	AMERICAN IDOL	July 11, 2006	REGISTERED	3114786
19 TV Limited	AMERICAN IDOL	May 26, 2009	REGISTERED	3627986
19 TV Limited	AMERICAN IDOL	December 5, 2006	REGISTERED	3181455
19 TV Limited	AMERICAN IDOL	June 6, 2006	REGISTERED	3,101,422
19 TV Limited	AMERICAN IDOL	August 12, 2008	REGISTERED	3485531
19 TV Limited	AMERICAN IDOL	October 23, 2007	REGISTERED	3319294
19 TV Limited	AMERICAN IDOL LOGO	September 12, 2006	REGISTERED	3142771
19 TV Limited	AMERICAN IDOL LOGO	September 19, 2006	REGISTERED	3146138
19 TV Limited	AMERICAN IDOL LOGO	April 28, 2009	REGISTERED	3613333

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Status</u>	<u>Serial/Registration No.</u>
19 TV Limited	AMERICAN IDOL REWIND	January 30, 2007	REGISTERED	3204688
19 TV Limited	MILITARY IDOL	May 22, 2007	REGISTERED	3244319
19 TV Limited	AMERICAN IDOL	September 18, 2007	REGISTERED	3295322
19 TV Limited	AMERICAN IDOL	November 6, 2007	REGISTERED	3330238
19 TV Limited	AMERICAN IDOL	November 6, 2007	REGISTERED	3330275
19 TV Limited	AMERICAN IDOL	December 11, 2007	REGISTERED	3353263
19 TV Limited	AMERICAN IDOL	January 8, 2008	REGISTERED	3366823
19 TV Limited	AMERICAN IDOL EXTRA	November 14, 2006	REGISTERED	3171505
19 TV Limited	IDOL	December 11, 2007	REGISTERED	3352837
19 TV Limited	IDOL	September 11, 2010	SUSPENDED	85/127450
19 TV Limited	IDOL CAMP	April 1, 2008	REGISTERED	3404390
19 TV Limited	IDOL GIVES BACK	July 20, 2010	REGISTERED	3821023
19 TV Limited	IDOL GIVES BACK logo	November 2, 2010	REGISTERED	3870662
19 TV Limited	IDOL GIVES BACK logo	November 2, 2010	REGISTERED	3870661
19 TV Limited	IDOL PROM	February 11, 2011	PENDING	85/240322
19 TV Limited	IDOL PROM	February 11, 2011	PENDING	85/240311
19 TV Limited	IDOL PROM	February 11, 2011	PENDING	85/240336
19 TV Limited	IDOL SEARCH	September 2, 2008	REGISTERED	3495061
19 TV Limited	IDOL TONIGHT	November 14, 2006	REGISTERED	3,171,630
19 TV Limited	MYIDOL	November 2, 2010	REGISTERED	3870660
19 TV Limited	CELEBRITY IDOL	July 16, 2010	OFFICIAL ACTION	85/085989
19 TV Limited	CELEBRITY IDOL	July 16, 2010	OFFICIAL ACTION	85/085999

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Status</u>	<u>Serial/Registration No.</u>
19 TV Limited	MOM IDOL logo	November 23, 2010	REGISTERED	3879172
19 TV Limited	MOM IDOL	September 14, 2010	REGISTERED	3847886
19 TV Limited	AMERICAN IDOL	February 28, 2006	REGISTERED	3064528
19 TV Limited	AMERICAN IDOL	August 12, 2003	REGISTERED	2751431
19 TV Limited	AMERICAN IDOL	May 17, 2005	REGISTERED	2951733
19 TV Limited	AMERICAN IDOL LOGO	May 13, 2003	REGISTERED	2715725
19 TV Limited	AMERICAN IDOL LOGO	May 24, 2005	REGISTERED	2955077
19 TV Limited	AMERICAN IDOL LOGO	January 3, 2006	REGISTERED	3037638
19 TV Limited	AMERICAN IDOL LOGO	February 28, 2006	REGISTERED	3062247
19 TV Limited	AMERICAN IDOL	July 13, 2004	REGISTERED	2863808
19 TV Limited	AMERICAN IDOL	July 7, 2005	REGISTERED	2959920
19 TV Limited	THE SEARCH FOR A SUPERSTAR	July 20, 2004	REGISTERED	2864931
19 TV Limited	AMERICAN IDOL	June 6, 2006	REGISTERED	3101422

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