

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark TERM LOAN Security Agmt		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crown Media United States, LLC		07/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	560 Mission Street, 19th Fl.		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	National Association: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2925791	ROUGH N READY SATURDAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)516-6304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Lien Solutions		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Sakina Karkat		
<b>Signature:</b>	/Sakina Karkat/		
<b>Date:</b>	07/21/2011		

OP \$40.00 2925791

**Total Attachments: 5**

source=2 Trademark Term Loan Security Agreement#page2.tif

source=2 Trademark Term Loan Security Agreement#page3.tif

source=2 Trademark Term Loan Security Agreement#page4.tif

source=2 Trademark Term Loan Security Agreement#page5.tif

source=2 Trademark Term Loan Security Agreement#page6.tif

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of July 14, 2011, by CROWN MEDIA UNITED STATES, LLC, a Delaware corporation (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Term Loan Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Term Loan Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Term Loan Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Term Loan Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Term Loan Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Term Loan Security Agreement, the provisions of the Term Loan Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Term Loan Obligations and termination of the Term Loan Security Agreement, the Administrative Agent shall exe-

cute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CROWN MEDIA HOLDINGS, INC.

By: 

Name: Andrew Rooke  
Title: Executive Vice President and  
Chief Financial Officer

CROWN MEDIA UNITED STATES, LLC


By: 

Name: Andrew Rooke  
Title: Vice President and  
Chief Financial Officer

[Signature Page to Term Loan Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
\_\_\_\_\_  
Name: Stephen C. Price  
Title: Senior Vice President

*[Signature Page to Term Loan Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004588 FRAME: 0192**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
CROWN MEDIA UNITED STATES, LLC	2925791	Rough N Ready Saturday

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK