

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anschutz Entertainment Group, Inc.		01/01/2012	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	HDNet LLC		
Street Address:	2909 Taylor Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75226		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85495033	AXS TV	
Serial Number:	77938210	AXS	
Serial Number:	77938213	AXS LIVE	
CORRESPONDENCE DATA			
Fax Number:	(212)299-6051		
Phone:	212-837-6847		
Email:	trademarks@hugheshubbard.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Natasha N. Reed		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard & Reed LLP		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	31115-00002		
NAME OF SUBMITTER:	Natasha N. Reed		

OP \$90.00 85495033

Signature:	/Natasha N. Reed/
Date:	01/04/2012
Total Attachments: 8 source=Trademark Collateral Security Agreement#page1.tif source=Trademark Collateral Security Agreement#page2.tif source=Trademark Collateral Security Agreement#page3.tif source=Trademark Collateral Security Agreement#page4.tif source=Trademark Collateral Security Agreement#page5.tif source=Trademark Collateral Security Agreement#page6.tif source=Trademark Collateral Security Agreement#page7.tif source=Trademark Collateral Security Agreement#page8.tif	

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made on the 1st day of January, 2012 (as amended, amended and restated, modified, restated or supplemented from time to time, this "Agreement") among AXS TV, LLC, a Delaware limited liability company, with a principal place of business at 800 W. Olympic Boulevard, Suite 305, Los Angeles, California 90015 ("AXS"), Anschutz Entertainment Group Inc., a Colorado corporation, with a principal place of business at 800 W. Olympic Boulevard, Suite 305, Los Angeles, California 90015 (together with AXS, the "Licensor"), and HDNet LLC, a Delaware limited liability company, with a principal place of business at 2909 Taylor Street, Dallas, Texas 75226 (the "Licensee").

WITNESSETH:

WHEREAS, concurrently with the execution of this Agreement, the Licensor and the Licensee are entering into that certain Trademark License Agreement (as amended, supplemented or otherwise modified from time to time, the "Licensing Agreement"); and

WHEREAS, under Section 7 of the Licensing Agreement, the Licensor is required to grant a security interest in and lien on the AXS Marks (as defined below) to the Licensee

NOW, THEREFORE, in consideration of the premises, the Licensor and the Licensee hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Licensing Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"AXS Marks" shall mean those Marks relating to the "AXS" name and brand, including the registrations and applications corresponding thereto, in each case as set forth on Exhibit A hereto, as updated from time to time as set forth in the Licensing Agreement and/or upon the mutual written agreement of the Parties.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Event of Default" shall mean the Licensor becoming a debtor in a case filed under any chapter of Title 11 of the United States Code, making an assignment for the benefit of its creditors, or having instituted against it any bankruptcy or insolvency proceedings (any of the foregoing, an "Insolvency Proceeding") (unless any such Insolvency Proceeding is dismissed with prejudice within sixty (60) days from the institution thereof).

"Marks" shall mean all trademarks, service marks, trade dress, logos, trade names, domain names, URLs, distinctive identification, graphics, source art and other proprietary indicia, in each instance, whether or not registered, in the United States and all other territories

throughout the world, including all registrations, renewals and applications for registration of the foregoing.

2. Grant of Security Interest. The Licensor hereby grants and conveys to the Licensee a security interest in and to the entire right, title and interest of the Licensor in and to the AXS Marks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits arising out of conduct occurring after an Event of Default, the rights to sue for infringements arising after an Event of Default and all rights corresponding thereto and the goodwill of the business to which each of the AXS Marks relates. All of the property referred to in this Section 2 is hereafter collectively called the "Collateral."

3. Representations and Warranties. The Licensor represents and warrants that it has the right to enter into this Agreement and perform its terms.

4. Covenants. The Licensor covenants and agrees with the Licensee that from and after the date of this Agreement and the cancellation, expiration or termination of the Licensing Agreement:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of the Licensee, the Licensor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Licensee may reasonably require to obtain the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. The Licensor also hereby authorizes the Licensee to file any such financing or continuation statement without the signature of the Licensor to the extent permitted by applicable law.

(b) Limitation of Liens on Collateral. The Licensor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral except in favor of the Licensee or in lower priority than the security interest granted to Licensee hereunder.

5. Licensee's Appointment as Attorney-in-Fact.

(a) The Licensor hereby constitutes and appoints the Licensee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the place and stead of the Licensor and in the name of the Licensor or in its own name, from time to time in the Licensee's reasonable discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Licensee the power and right, on behalf of the Licensor, to do the following:

(i) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral; and

(ii) Upon the occurrence and continuance of an Event of Default, (A) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right granted to Licensee hereunder in respect of any Collateral; and (C) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Licensee were the absolute owner thereof for all purposes, and to do, at the Licensee's option all acts and things which the Licensee deems necessary to protect, preserve or realize upon the Collateral and the Licensee's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Licensor might do.

(b) This power of attorney is a power coupled with an interest. Notwithstanding the foregoing, the Licensor further agrees to execute any additional documents necessary to confirm this power of attorney, or necessary to enforce any of Licensee's rights contained in this Agreement.

(c) The powers conferred on the Licensee hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers.

6. Performance by the Licensee of the Licensor's Obligations. If the Licensor fails to perform or comply with any of its agreements contained herein and the Licensee, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Licensee incurred in connection with such performance or compliance shall be payable by the Licensor to the Licensee.

7. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by the Licensor under or in connection with any of the Collateral shall be held by the Licensor in trust for the Licensee, shall be segregated from other funds of the Licensor and shall forthwith upon receipt by the Licensor, be turned over to the Licensee, in the same form as received by the Licensor (duly indorsed by the Licensor to the Licensee, if required); and

(ii) Any and all such payments so received by the Licensee (whether from the Licensor or otherwise) shall be applied by the Licensee in such manner as the Licensee shall elect. Any balance of such payments held by the Licensee and remaining after payment in full of all amounts owed to Licensee (including, without limitation, all damages incurred by the Licensor in connection with such Event of Default) shall be paid over to the Licensor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, the Licensee may exercise solely the rights and remedies granted to it in this Agreement and in the Licensing Agreement, in lieu of all rights and remedies of a secured party under the Code or otherwise.

8. Termination. Upon the cancellation, expiration or termination of the Licensing Agreement, this Agreement and all financing and continuation statements and all other documents and instruments executed in connection with this Agreement (“Filings”) shall terminate and the Licensee shall execute and deliver to the Licensor all filings, termination statements and other termination documents, releases, deeds, assignments and other documents, filings and instruments as may be necessary or proper to re-vest in the Licensor full title to the AXS Marks and to terminate, cancel and release (a) any security interest, lien or mortgage contemplated hereunder and (b) the effect of this Agreement, all Filings and the Licensing Agreement.

9. Notices. Any notice to the Licensee or the Licensor under this Agreement shall be given in the manner and to the parties designated in the Licensing Agreement.

10. No Waiver. No course of dealing between the Licensor and the Licensee, nor any failure to exercise, nor any delay in exercising, on the part of the Licensee, any right, power or privilege hereunder or under the Licensing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Cumulative Remedies. All of the Licensee’s rights and remedies with respect to the Collateral, whether established hereby or by the Licensing Agreement, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding the foregoing, all of Licensee’s rights and remedies with respect to the Collateral established hereby and by the Licensing Agreement shall be non-cumulative and exclusive to, and may only be exercised by Licensee in lieu of, any other rights or remedies under any other agreement or at law.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. No Modification Except in Writing. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

14. Successors and Assigns. Neither the Licensor nor the Licensee may assign, transfer or convey this Agreement to any other person or entity without the other party’s prior consent and any attempt to do so shall be null and void *ab initio*; provided, however, that either party hereto may assign this Agreement in connection with a merger, consolidation, change of control, corporate reorganization, spin-off, divestiture, or sale of all or a substantial portion of its assets or business related to this Agreement; provided, further, however, that each party hereto shall be and remain primarily liable for the acts and omissions of any permitted assign. This Agreement shall be binding upon and inure to the benefit of the Licensor and the Licensee and their respective successors and permitted assigns.

15. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AS TO ALL MATTERS, INCLUDING BUT NOT LIMITED TO MATTERS OF VALIDITY, CONSTRUCTION, EFFECT AND PERFORMANCE.

16. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

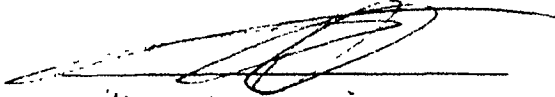
17. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and both of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic means shall be deemed to be an original signature hereto.

18. Entire Agreement. This Agreement, together with the Licensing Agreement, constitutes the entire agreement between the parties and supersedes and cancels any and all prior agreements among them, in each case, relating to the subject matter hereof. To the extent there is a conflict between the terms of this Agreement and the Licensing Agreement, the terms of the Licensing Agreement shall control.

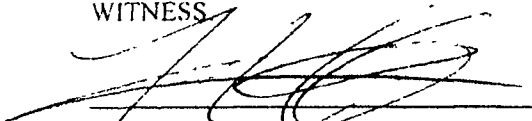
[Signature page follows.]

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

WITNESS:

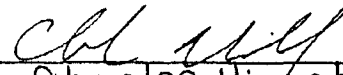

Matthew E. Eisler

WITNESS

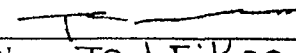

Matthew E. Eisler

WITNESS.

AXS TV, LLC

By: 
Name: Charles Hirschhorn
Title: President

ANSCHUTZ ENTERTAINMENT GROUP, INC.

By: 
Name: Ted Fikne
Title: Chief Legal and
Development Officer

HDNET LLC

By: Network Holdings LLC,
its sole member

By: _____
Name:
Title:

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

WITNESS:

AXS TV, LLC

By: _____

Name:

Title:

WITNESS:

ANSCHUTZ ENTERTAINMENT GROUP, INC.

By: _____

Name:

Title:

WITNESS:

HDNET LLC

Susan Montgomery

By: Network Holdings LLC,
its sole member

By: _____

Name: Mark Cuban

Title: President

Signature Page to Trademark Collateral Security Agreement

TRADEMARK
REEL: 004690 FRAME: 0872

SCHEDULE A

Registration or Application No.	Country	Filing Date	Mark
N/A	Canada	12/14/11	AXS TV
N/A	Canada	12/14/11	AXS
N/A	Canada	12/14/11	AXS LIVE
N/A	Community	12/14/11	AXS TV
N/A	Community	12/14/11	AXS
N/A	Community	12/14/11	AXS LIVE
N/A	U.S.	12/14/11	AXS TV
N/A	U.S.	2/17/10	AXS
N/A	U.S.	2/17/10	AXS LIVE