

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
Acorn Media Group, Inc.	FORMERLY Acorn Media Publishing, Inc.	02/28/2012	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, NE		
Internal Address:	10th Floor, Attn: Portfolio Manager		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3969772	HEALTHY JOYFUL LIVING	
Registration Number:	3178608	ACACIA	
Registration Number:	3739167	ENGAGE YOUR MIND EXPAND YOUR WORLD	
Registration Number:	3857357	ATHENA	
Registration Number:	3740722	ATHENA	
Registration Number:	3690242	KEEPING FIT	
Registration Number:	3412507	YOGA TO THE RESCUE	
Registration Number:	3412504	YOGA TO THE RESCUE	
Registration Number:	3368678	ACACIA	
Registration Number:	2917252	ACORN EXCEPTIONAL ENTERTAINMENT IMAGINATIVE GIFTS UNCOMMON QUALITY	
Registration Number:	2918183	KEEPING FIT IN YOUR 50S	
Registration Number:	2695190	ACORNMEDIA	

OP \$315.00 3969772

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Phone: 404-581-3939
Email: srbrown@jonesday.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER:	566957-640036
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	02/28/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT**(ACORN MEDIA GROUP, INC.)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 28, 2012, is between ACORN MEDIA GROUP, INC., a District of Columbia corporation (the "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of February 28, 2012 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor and certain of its Affiliates, the Administrative Agent, and the Lenders.

R E C I T A L S:

A The Grantor, certain of Grantor's Affiliates, and the Administrative Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement, dated as of February 28, 2012 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement or if not defined therein, the Credit Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and
- (2) each trademark license pursuant to which the Grantor is granted a license under any trademark registration of a third party; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach (as applicable) of any of the foregoing; or (b) injury to the goodwill associated with any of the foregoing.

The Lien and security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement.

THE SECURITY INTEREST IN THE TRADEMARK COLLATERAL BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States (and, as applicable, the corresponding entities or agencies in any applicable foreign countries) to record this security interest in the Trademark Collateral.

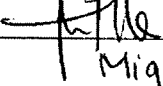
Upon the indefeasible payment in full in cash and the performance of the Secured Obligations (other than unmatured contingent obligations and Bank Product Obligations which are not by their terms required to be satisfied upon the termination of the Credit Agreement) and cancellation of the Commitments under the Credit Agreement, the (1) Lien and security interest granted hereunder shall automatically terminate hereunder and of record, (2) the Trademark Collateral shall be released from the security interest created hereby and all right, title and interest therein, thereto and thereunder shall automatically revert to the Grantor; (3) this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, the Secured Parties, and the Grantor hereunder shall terminate, all and in each case, without delivery of any instrument or performance of any act by any party; and (4) the Administrative Agent shall promptly take any actions reasonably necessary to effect and memorialize the termination and release of the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first above written.

GRANTOR:

ACORN MEDIA GROUP, INC.,
as the Grantor

By: 
Name: Miguel Penella
Title: CEO

[ACORN—Trademark Security Agreement]

TRADEMARK
REEL: 004725 FRAME: 0430

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 

Name: *Kevin Curtin*

Title: *Director*

[ACORN—Trademark Security Agreement]

TRADEMARK
REEL: 004725 FRAME: 0431

**Schedule 1
to
Trademark Security Agreement**

FEDERAL TRADEMARKS

	Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Goods
1	Acorn Media Group, Inc.	United States	HEALTHY JOYFUL LIVING	3,969,772	5/31/2011	Electronic catalog services featuring health and wellness videos and DVDs; Mail order catalog services featuring health and wellness videos and DVDs
2	Acorn Media Group, Inc.	United States	ACACIA	3,178,608	11/28/2006	Catalog ordering service featuring health and wellness videos and health and wellness-related accessories, including clothing; Electronic catalog services featuring health and wellness videos and health and wellness-related accessories, including clothing; Mail order catalog services featuring health and wellness videos and health and wellness-related accessories, including clothing
3	Acorn Media Group, Inc.	United States	ENGAGE YOUR MIND EXPAND YOUR WORLD	3,739,167	1/19/2010	Pre-recorded CDs, video tapes, laser disks and DVDs featuring documentary educational and special interest films and television programs featuring mystery, comedy, drama, classic television shows, history, cultural and performing arts, and hobbies

	Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Goods
4	Acorn Media Group, Inc.	United States	ATHENA	3,857,357	10/5/2010	Computerized on-line ordering services for pre-recorded CDs, video tapes, laser disks, and DVDs featuring documentary and special interest films and television programs featuring mystery, comedy, drama, classic television shows, history, cultural and performing arts, and hobbies, not for use at the college or graduate school level; mail order catalog services for pre-recorded CDs, video tapes, laser disks, and DVDs featuring documentary and special interest films and television programs featuring mystery, comedy, drama, classic television shows, history, cultural and performing arts, and hobbies, not for use at the college or graduate school level

	Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Goods
5	Acorn Media Group, Inc.	United States	ATHENA	3,740,722	1/19/2010	Pre-recorded CDs, video tapes, laser disks, and DVDs featuring documentary and special interest films and television programs featuring mystery, comedy, drama, classic television shows, history, cultural and performing arts, and hobbies, not for use at the college or graduate school level
6	Acorn Media Group, Inc.	United States	KEEPING FIT	3,690,242	9/29/2009	Digital media, namely, pre-recorded video cassettes, digital video discs, digital versatile discs, downloadable audio and video recordings, DVDs, and high definition digital disks featuring exercise routines and programs and health advice]
7	Acorn Media Group, Inc.	United States	YOGA TO THE RESCUE	3,412,507	4/15/2008	Education, training, and entertainment services relating to yoga, exercise and personal well-being, namely, training courses and classes in the field of yoga, exercise and personal well-being; entertainment shows in the field of yoga, exercise and personal well-being; production of motion picture films, video tapes and video discs in the field of yoga, exercise and personal well-being
8	Acorn Media Group, Inc.	United States	YOGA TO THE RESCUE	3,412,504	4/15/2008	Pre-recorded CDs, video tapes, laser disks and DVDs featuring yoga, exercise and personal well-being; motion picture films prepared for exhibition about yoga, exercise and personal well-being
9	Acorn Media Group, Inc.	United States	ACACIA and design	3,368,678	1/15/2008	Pre-recorded CDs, video tapes, laser disks and DVDs featuring health and wellness videos

	Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Goods
10	Acorn Media Publishing	United States	ACORN EXCEPTIONAL ENTERTAINMENT IMAGINATIVE GIFTS UNCOMMON QUALITY and Design	2,917,252	1/11/2005	Mail order catalog services featuring high-quality home entertainment software
11	Acorn Media Publishing	United States	KEEPING FIT IN YOUR 50s	2,918,183	1/11/2005	Prerecorded DVDs and videocassettes featuring exercise routines and programs and health advice for middle-aged women
12	Acorn Media Publishing	United States	ACORNMEDIA and Design	2,695,190	3/11/2003	Prerecorded DVDS featuring documentary, drama, mystery, comedy, children's, action-adventure, music and entertainment, science fiction, special interest, and health and wellness films and television programs