

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name       | Formerly | Execution Date | Entity Type           |
|------------|----------|----------------|-----------------------|
| SiTV, Inc. |          | 08/03/2012     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                          |                                      |
|--------------------------|--------------------------------------|
| <b>Name:</b>             | Obsidian Agency Services, Inc.       |
| <b>Street Address:</b>   | 2951 28th St; Suite 1000 - K Chan    |
| <b>Internal Address:</b> | c/o Tennenbaum Capital Partners, LLC |
| <b>City:</b>             | Santa Monica                         |
| <b>State/Country:</b>    | CALIFORNIA                           |
| <b>Postal Code:</b>      | 90405                                |
| <b>Entity Type:</b>      | CORPORATION: CALIFORNIA              |

**PROPERTY NUMBERS Total: 55**

| Property Type        | Number  | Word Mark                          |
|----------------------|---------|------------------------------------|
| Registration Number: | 2889392 | SI TV                              |
| Registration Number: | 2917447 | THE RUB                            |
| Registration Number: | 2917448 | THE DROP                           |
| Registration Number: | 2918123 | URBAN JUNGLE                       |
| Registration Number: | 2991951 | SITV                               |
| Registration Number: | 2963310 | SITV                               |
| Registration Number: | 3008591 | LATINO LAUGH FESTIVAL: THE SHOW    |
| Registration Number: | 3010687 | SITV                               |
| Registration Number: | 3072116 | ACROSS THE HALL                    |
| Registration Number: | 3080714 | INSIDE JOKE                        |
| Registration Number: | 3087732 | SPEAK ENGLISH. LIVE LATIN.         |
| Registration Number: | 3093039 | BREAKFAST LUNCH AND DINNER         |
| Registration Number: | 3173424 | NOT SO FOREIGN FILMMAKERS SHOWCASE |

CH \$1390.00 2889392

|                      |          |                                       |
|----------------------|----------|---------------------------------------|
| Registration Number: | 3188808  | ENGLISH TONGUE WITH A LATIN FLAVOR    |
| Registration Number: | 3200588  | SÍ TV SPEAK ENGLISH. LIVE LATIN.      |
| Registration Number: | 3323183  | ON THE UP                             |
| Registration Number: | 3332314  | UNACCEPTABLE BEHAVIOR                 |
| Registration Number: | 3354463  | DATING FACTORY                        |
| Registration Number: | 3354475  | FLOW AND TELL                         |
| Registration Number: | 3576021  | SITV                                  |
| Registration Number: | 3582908  | LUV CARMEN                            |
| Registration Number: | 3588548  | JAMMIN                                |
| Registration Number: | 3588549  | JAMMIN                                |
| Registration Number: | 3600679  | MODEL LATINA                          |
| Registration Number: | 3615201  | CRASH THE PARTIES                     |
| Registration Number: | 3615202  | CRASH THE PARTIES                     |
| Registration Number: | 3616843  | LUV CARMEN                            |
| Registration Number: | 3636579  | COMIC QUICKIES                        |
| Registration Number: | 3696989  | TAKE THE LEAD                         |
| Registration Number: | 3696990  | TAKE THE LEAD                         |
| Registration Number: | 3703518  | MODEL LATINA                          |
| Registration Number: | 3705202  | COMIC QUICKIES                        |
| Registration Number: | 3713371  | ML MODEL LATINA                       |
| Registration Number: | 3788682  | LATINO 101                            |
| Registration Number: | 3808684  | MODELLATINA                           |
| Registration Number: | 3823836  | MODEL LATINA MIAMI                    |
| Registration Number: | 3823837  | MODEL LATINA MIAMI                    |
| Registration Number: | 3832464  | TOTALLY AMERICAN, UNMISTAKABLY LATINO |
| Registration Number: | 3902275  | MODELLATINA                           |
| Registration Number: | 3911363  | PASTPORT                              |
| Registration Number: | 3931866  | LATINO 101                            |
| Registration Number: | 3933022  | MODEL LATINA NYC                      |
| Registration Number: | 3933023  | MODEL LATINA NYC                      |
| Registration Number: | 4072041  | LIVE BOLD                             |
| Registration Number: | 4165580  | AMERICA'S NU VOICE                    |
| Registration Number: | 4173134  | MODELLATINA LAS VEGAS                 |
| Registration Number: | 4173135  | MODELLATINA LAS VEGAS                 |
| Serial Number:       | 77318590 | ON THE UP                             |

|                |          |                  |
|----------------|----------|------------------|
|                | 85283167 | 24 FRAMES        |
| Serial Number: | 85350471 | OPERATION: OSMIN |
| Serial Number: | 85350472 | OPERATION: OSMIN |
| Serial Number: | 85167621 | NUVO TV          |
| Serial Number: | 85419401 | NUVO             |
| Serial Number: | 85419403 | NUVOTV           |
| Serial Number: | 85419400 | NUVOHD           |

**CORRESPONDENCE DATA**

Fax Number: 2129692900  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (212) 969-3000  
Email: trademark@proskauer.com  
Correspondent Name: Jenifer deWolf Paine  
Address Line 1: Proskauer Rose LLP  
Address Line 2: Eleven Times Square  
Address Line 4: New York, NEW YORK 10036-8299

|                         |                        |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 74326-001 SEC INTEREST |
| NAME OF SUBMITTER:      | Jenifer deWolf Paine   |
| Signature:              | /Jenifer deWolf Paine/ |
| Date:                   | 08/08/2012             |

**Total Attachments: 8**  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”), dated as of August 3, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Obsidian Agency Services, Inc., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

Reference is made to the Credit Agreement, dated as of August 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among SiTV, Inc., SiTV Media, Inc., the Lenders (as defined therein) and Obsidian Agency Services, Inc., as the Administrative Agent and as Collateral Agent for the Lenders. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders’ extension of such credit, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 3, 2012, made by the Grantors to the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

Whereas, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Guarantee and Collateral Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks and the Trademark Licenses, including the Trademarks and the Trademark Licenses set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks and the Trademark Licenses by each Grantor under this Trademark Security Agreement is made to secure the payment and performance in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Binding Effect; Several Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each Grantor and the Collateral Agent and when the Collateral Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly permitted by the Credit Agreement. This Trademark Security Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 5. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic means shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 7. Guarantee and Collateral Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.


SECTION 8. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

SECTION 9. Termination. This Trademark Security Agreement shall terminate automatically upon the payment in full in cash of the Secured Obligations (other than contingent indemnity claims not yet asserted).

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

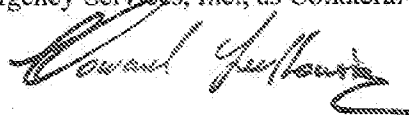
SiTV, Inc., Grantor

By:   
Name: Michael Schwimmer  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004838 FRAME: 0457**

Obsidian Agency Services, Inc., as Collateral Agent and  
Grantee



By: \_\_\_\_\_

Name: Howard M. Levkowitz

Title: Authorized Signatory

**TRADEMARKS**

**SCHEDULE A**

| <b><u>MARK</u></b>  | <b><u>SERIAL/REG. NO.</u></b> | <b><u>APP./REG. DATE</u></b> |
|---|-------------------------------|------------------------------|
| <b>SÍ TV</b>  | 2889392                       | 09/28/2004                   |
| THE RUB   | 2917447                       | 01/11/2005                   |
| THE DROP  | 2917448                       | 01/11/2005                   |
| URBAN JUNGLE  | 2918123                       | 01/11/2005                   |
|    | 2963310                       | 06/21/2005                   |
|   | 2991951                       | 09/06/2005                   |
| LATINO LAUGH FESTIVAL:<br>THE SHOW  | 3008591                       | 10/25/2005                   |
|  | 3010687                       | 11/01/2005                   |
| ACROSS THE HALL   | 3072116                       | 03/21/2006                   |
| INSIDE JOKE   | 3080714                       | 04/11/2006                   |
| Speak English. Live Latin.  | 3087732                       | 05/02/2006                   |
| Breakfast Lunch and Dinner  | 3093039                       | 05/16/2006                   |
| Not So Foreign Filmmakers<br>Showcase   | 3173424                       | 11/21/2006                   |
| English Tongue with a Latin<br>Flavor   | 3188808                       | 12/26/2006                   |
| Sí TV Speak English. Live Latin.  | 3200588                       | 01/23/2007                   |



| <u>MARK</u>           | <u>SERIAL/REG. NO.</u> | <u>APP./REG. DATE</u> |
|-----------------------|------------------------|-----------------------|
| ON THE UP             | 3323183                | 10/30/2007            |
| UNACCEPTABLE BEHAVIOR | 3332314                | 11/06/2007            |
| Dating Factory        | 3354463                | 12/11/2007            |
| Flow and Tell         | 3354475                | 12/11/2007            |
|                       | 3576021                | 02/17/2009            |

**SITV**

LUV Carmen

3582908  
3588548

03/03/2009  
03/10/2009



JAMMIN  
Model Latina  
CRASH THE PARTIES

3588549  
3600679  
3615201  
3615202

03/10/2009  
03/31/2009  
05/05/2009  
05/05/2009

**CRASH**  
THE PARTIES

3616843

05/05/2009

**LUV** Carmen

Comic Quickies  
Take the Lead

3636579  
3696989

06/09/2009  
10/13/2009

MARK  
**TAKE  
THE  
LEAD**

SERIAL/REG. NO.  
3696990

APP./REG. DATE  
10/13/2009



3703518

10/27/2009

comic \_\_\_\_\_  
***quickies*** \_\_\_\_\_

3705202

11/3/2009



3713371

11/17/2009

Latino 101

3788682  
3808684

5/11/2010  
06/22/2010

model**Latina**

model**Latina**  
MIAMI

3823836

07/27/2010

model**Latina**  
MIAMI






3823837

07/27/2010

Totally American, Unmistakably  
Latino

3832464

08/10/2010

| <u>MARK</u>   | <u>SERIAL/REG. NO.</u> | <u>APP./REG. DATE</u> |
|---|------------------------|-----------------------|
|    | 3902275                | 01/04/2011            |
| PASTPORT  | 3911363                | 01/25/2011            |
| Latino 101  | 3931866                | 03/15/2011            |
| Model Latina NYC  | 3933022                | 03/15/2011            |
| Model Latina NYC  | 3933023                | 03/15/2011            |
| Live Bold   | 4072041                | 12/13/2011            |
| America's Nu Voice  | 4165580                | 06/26/2012            |
| modelLatina Las Vegas   | 4173134                | 07/10/2012            |
|   | 4173135                | 07/10/2012            |
|    |                        |                       |
| ON THE UP   | 77318590               | 10/31/2007            |
| 24 Frames   | 85283167               | 03/31/2011            |
| Operation: Osmin  | 85350471               | 06/20/2011            |
|  | 85350472               | 06/20/2011            |
| NUVO TV   | 85167621               | 11/02/2010            |
| nuvo  | 85419401               | 09/09/2011            |
|  | 85419403               | 09/09/2011            |
|  | 85419400               | 09/09/2011            |