

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Intellectual Property Collateral Lien

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Atalaya Administrative LLC as successor to CapitalSource Finance LLC		08/03/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SiTV, Inc.
<b>Street Address:</b>	700 North Central Avenue
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Glendale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91203
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	SiTV Media, Inc.
<b>Street Address:</b>	700 North Central Avenue
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Glendale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91203
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	JAAM Productions, LLC
<b>Street Address:</b>	700 North Central Avenue
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Glendale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91203
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	SCN Distribution, LLC
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Street Address:	700 North Central Avenue
Internal Address:	Suite 600
City:	Glendale
State/Country:	CALIFORNIA
Postal Code:	91203
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Latino Events LLC
Street Address:	700 North Central Avenue
Internal Address:	Suite 600
City:	Glendale
State/Country:	CALIFORNIA
Postal Code:	91203
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3093039	BREAKFAST LUNCH AND DINNER
Registration Number:	3087732	SPEAK ENGLISH. LIVE LATIN.
Registration Number:	3080714	INSIDE JOKE
Registration Number:	3072116	ACROSS THE HALL
Registration Number:	3010687	SITV
Registration Number:	3008591	LATINO LAUGH FESTIVAL: THE SHOW
Registration Number:	3007774	SÍ WHAT YOU'VE BEEN MISSING
Registration Number:	2963310	SITV
Registration Number:	2917447	THE RUB
Registration Number:	2917448	THE DROP
Registration Number:	2918123	URBAN JUNGLE
Registration Number:	2889392	SI TV
Registration Number:	2991951	SITV
Registration Number:	3188808	ENGLISH TONGUE WITH A LATIN FLAVOR
Serial Number:	78639460	GENERATION SÍ
Registration Number:	3200588	SÍ TV SPEAK ENGLISH. LIVE LATIN.
Serial Number:	78844224	A COMIC'S COMIC
Serial Number:	78888389	DATING FACTORY
Serial Number:	78888392	FLOW AND TELL
Serial Number:	78638926	NOT SO FOREIGN FILMMAKERS SHOWCASE

**TRADEMARK**

Serial Number:	78888394	REGROUP
Serial Number:	78664506	ROAD DOGZ
Serial Number:	78351119	STYLEYES
Serial Number:	78844062	UNACCEPTABLE BEHAVIOR
Serial Number:	78844216	SOCIALLY UNACCEPTABLE PLAYERS

**CORRESPONDENCE DATA**

Fax Number: 2123553333

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

Phone: 212-813-8800

Email: jnici@goodwinprocter.com

Correspondent Name: GOODWIN PROCTER LLP/Janis Nici

Address Line 1: 620 Eighth Avenue

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	125860217485
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	08/21/2012

**Total Attachments: 4**

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## RELEASE OF INTELLECTUAL PROPERTY COLLATERAL LIEN

This RELEASE OF INTELLECTUAL PROPERTY COLLATERAL LIEN (this "Release"), dated as of August 3, 2012, is made by ATALAYA ADMINISTRATIVE LLC, (in its individual capacity, "Atalaya Administrative"), in its capacity as successor to CapitalSource Finance LLC as administrative, payment, and collateral agent for the Lenders from time to time parties to that certain Credit Agreement described below (Atalaya Administrative, in such capacity, hereinafter is referred to as the "Secured Party").

### RECITALS:

A. SiTV, Inc., a Delaware corporation ("Borrower"), SiTV Media, Inc., a Delaware corporation ("Holdings"), JAAM Productions, LLC, a Delaware limited liability company ("JAAM"), SCN Distribution, LLC, a Delaware limited liability company ("SCN"), and Latino Events LLC, a Delaware limited liability company ("Latino Events") (Borrower, Holdings, JAAM, SCN, and Latino Events sometimes hereinafter are referred to collectively as the "Credit Parties"), the financial institutions from time to time parties thereto, as Lenders thereunder, and CapitalSource Finance LLC (in its individual capacity, "CapitalSource"), as administrative, payment, and collateral agent for the Lenders thereunder (CapitalSource, in such capacity, hereinafter is referred to as the "Original Secured Party") entered into that certain Credit Agreement dated as of January 3, 2007 (such Credit Agreement, as the same has been amended, modified, supplemented, extended, renewed, restated, and/or replaced from time to time, hereinafter is referred to as the "Credit Agreement").

B. The Credit Parties issued an Acknowledgement of Intellectual Property Collateral Lien dated as of January 3, 2007 and recorded in the U.S. Patent and Trademark Office Assignment Services Branch on January 10, 2007, at Reel 003458, Frame 0732 (the "Recorded Lien") with respect to the registered trademarks identified on Schedule I attached hereto (the "Registered Trademarks") in favor of the Original Secured Party pursuant to which the Credit Parties granted a security interest in the Registered Trademarks to the Original Secured Party.

C. The Credit Parties, the Original Secured Party, the Lenders, and the Secured Party entered into that certain Resignation of Agent and Appointment of Agent Agreement dated as of April 23, 2010 (the "Agent Resignation and Appointment") pursuant to which (i) the Original Secured Party resigned as agent for the Lenders under the Credit Agreement, (ii) the Lenders appointed the Secured Party as their agent under the Credit Agreement, and (iii) the Original Secured Party agreed to assign all of its right, title, and interest in and to the Recorded Lien and the Registered Trademarks to the Secured Party.

D. The Original Secured Party executed and delivered to the Secured Party that certain Assignment of Intellectual Property Collateral Lien dated as of May 20, 2010 and recorded on May 24, 2010 at Reel 004211, Frame 0683 the "Recorded Assignment of Lien") pursuant to which the Original Secured Party assigned all of its right, title, and interest in and to the Recorded Lien and the Registered Trademarks to the Secured Party.


E. The Credit Parties have refinanced their debt owing to the Lenders in full. Secured Party is executing and delivering this Release in order to evidence the release all of Secured Party's right, title, and interest in and to the Registered Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Secured Party does hereby (i) release the Recorded Lien, the Recorded Assignment of Lien, and all of its right, title, and interest in and to the Registered Trademarks acquired by Secured Party by virtue of the Recorded Lien and/or the Recorded Assignment, and (ii) grant, assign, sell, and convey unto the registered holder of the Registered Trademarks, without recourse, representation, or warranty, all right, title, and interest in and to the Registered Trademarks which Secured Party now has or heretofore may have acquired by virtue of the Recorded Lien and/or the Recorded Assignment of Lien.

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IN WITNESS WHEREOF, this Release has been executed by Secured Party as of the day and year first above written.

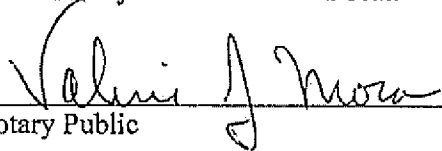
ATALAYA ADMINISTRATIVE LLC, as Secured Party

By:   
Michael E. Bogdan  
Authorized Signatory

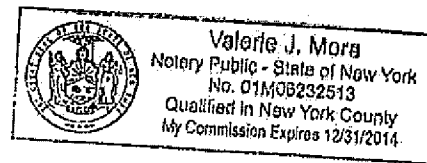
State of New York  
County of New York SS:

On this 3rd day of August, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael E. Bogdan, to me known to be an authorized signatory of Atalaya Administrative LLC, the company that executed the foregoing instrument, and upon oath did depose and state that he is an authorized signatory of such company, and that he executed the foregoing instrument on behalf of such company as its authorized signatory, freely and voluntary for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

My commission expires: 12/31/2014



**SCHEDULE I**

**A. REGISTERED TRADEMARKS**

MARK	COUNTRY/ STATE	SERIAL NUMBER & DATE	REGISTRATION NUMBER & DATE
BREAKFAST LUNCH AND DINNER	United States	78/638,931 05/27/2005	3,093,039 05/16/2006
SPEAK ENGLISH. LIVE LATIN	United States	78/639,122 05/27/2005	3,087,732 05/02/2006
INSIDE JOKE	United States	78/460,701 08/02/2004	3,080,714 04/11/2006
ACROSS THE HALL	United States	78/478,234 09/02/2004	3,072,116 03/21/2006
SI TV	United States	78/372,990 02/24/2004	3,010,687 11/01/2005
LATINO LAUGH FESTIVAL: THE SHOW	United States	78/363,237 02/05/2004	3,008,591 10/25/2005  2,405,661 & 2,637,910
SI WHAT YOU'VE BEEN MISSING	United States	78/214,013 02/12/2003	3,007,774 10/18/2005
Si tv	United States	78/373,017 02/24/2004	2,963,310 06/21/2005
THE RUB	United States	78/351,107 01/13/2004	2,917,447 01/11/2005
THE DROP	United States	78/351,111 01/13/2004	2,917,448 01/11/2005
URBAN JUNGLE	United States	78/241,685 04/24/2003	2,918,123 01/11/2005
Si TV	United States	75,656,595 03/09/1999	2,889,392 09/28/2004
SI TV	United States	78/373,132 02/24/2004	2,991,951 09/06/2005
ENGLISH TONGUE WITH A LATIN FLAVOR	United States	78/639,432 05/27/2005	3,188,808 12/26/2006
GENERATION Si	United States	78/639,460 05/27/2005	
Si TV SPEAK ENGLISH. LIVE LATIN.	United States	78/642,079 06/02/2005	3,200,588 01/23/2007
A COMIC'S COMIC	United States	78/844,224 03/23/2006	
DATING FACTORY	United States	78/888,389 05/19/2006	
FLOW AND TELL	United States	78/888,392 05/19/2006	
NOT SO FOREIGN FILMMAKERS SHOWCASE	United States	78/638,926 05/27/2005	3,173,424 11/21/2006
REGROUP	United States	78/888,394 05/19/2006	
ROAD DOGZ	United States	78/664,506 07/06/2005	
STYLEYES	United States	78/351,119 01/13/2004	
UNACCEPTABLE BEHAVIOR	United States	78/844,062 03/23/2006	3,332,314 11/06/2007
SOCIALLY UNACCEPTABLE PLAYERS	United States	78/844,216 03/23/2006	

**TRADEMARK**