



Serial Number:	85111883	DESTINATIONWEDDINGS.TV
Registration Number:	2821915	ENTERTAINMENTSTUDIOS.COM
Registration Number:	3435945	ENTERTAINERS
Registration Number:	3085122	EVERY WOMAN
Serial Number:	85108809	FORECAST.TV
Serial Number:	77469888	FUNNY YOU SHOULD ASK
Serial Number:	77952297	GBL.TV
Serial Number:	77952296	GLOBAL BASKETBALL LEAGUE
Registration Number:	3176208	GLOBAL BUSINESS PEOPLE
Serial Number:	77890928	GLOBALSPORTSNETWORK.TV
Serial Number:	77952300	GSN.TV
Serial Number:	85095299	HOLLYWOOD JUSTICE
Serial Number:	85108810	IBL.TV
Serial Number:	85437186	JUSTICE CENTRAL
Serial Number:	85437189	JUSTICECENTRAL.TV
Serial Number:	85095315	JUSTICE FOR ALL
Registration Number:	3087462	KICKIN' IT
Registration Number:	3219479	LATIN LIFESTYLES
Serial Number:	85347502	LEGACY.TV
Serial Number:	85347506	LEGADO.TV
Serial Number:	77894219	LOVE AND RELATIONSHIPS
Serial Number:	85629752	MR. BOX OFFICE
Registration Number:	3219056	RECIPE TV
Registration Number:	3956486	RECIPE.TV
Serial Number:	85351101	SEXTHERAPIST.TV
Serial Number:	77832586	SNN.TV
Serial Number:	85311532	SPORTSNEWSNETWORK.TV
Registration Number:	3164767	THE AMERICAN ATHLETE
Serial Number:	85095281	THE FIRST FAMILY
Serial Number:	85347500	THE LEGACY NETWORK
Registration Number:	3240860	THE WRITER'S HOT LIST
Serial Number:	77890926	THE YOUNG ICONS
Registration Number:	3835113	URBAN STYLE
Registration Number:	3250815	WE HAVE A DREAM
Serial Number:	85097000	WE THE PEOPLE

	85198967	WHO WANTS TO DATE A COMEDIAN
Registration Number:	2962727	YOUR ENTERTAINMENT NETWORK AND SUPERSTORE!
Serial Number:	77788639	ES.TV
Serial Number:	77788641	MYDESTINATION.TV
Registration Number:	3035661	
Registration Number:	3046128	PETSTV
Registration Number:	3049973	PETSTV.COM
Registration Number:	4099700	SMART TV
Registration Number:	2286864	SMART TV
Serial Number:	85406477	SMARTTV.COM
Serial Number:	85406461	THE SMART WAY TO WATCH TV
Registration Number:	3119348	PETS TV
Serial Number:	77906409	OUTRAGEOUS
Registration Number:	3975149	THE GOSSIP QUEENS

**CORRESPONDENCE DATA**

Fax Number: 6502130260  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (650) 812-1300  
Email: patrademarks@manatt.com  
Correspondent Name: Gail I. Nevius Abbas, Esq.  
Address Line 1: 1841 Page Mill Rd., Suite 200  
Address Line 2: Manatt, Phelps & Phillips, LLP  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	43362.050(3131)TMSECAGRMT
NAME OF SUBMITTER:	Patricia Picou Green, Paralegal
Signature:	/Patricia Picou Green/
Date:	09/18/2012

Total Attachments: 13  
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of September 13, 2012

WHEREAS, each of the undersigned (each, a "Pledgor"), now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed beside that Pledgor's name on Schedule A, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, CF Entertainment Inc. (d/b/a Entertainment Studios), Entertainment Studios Networks, Inc. and Entertainment Studios Media Inc., each a California corporation (collectively, "Borrower") entered into that certain Loan & Security Agreement dated today (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") with OneWest Bank, FSB, as Lender (any capitalized term used herein without definition herein shall have the meaning ascribed to it in the Loan Agreement);

WHEREAS, the undersigned is a business organization affiliated with, and under common control with, Borrower and was formed for the purpose of holding title to certain Trademarks and Trademark licenses for the use and benefit of Borrower in connection with Borrower's business;

WHEREAS, in connection with the Loan Agreement, Borrower has undertaken to cause the undersigned to grant to Lender a security interest in certain personal property of Pledgor including, without limitation, all right, title and interest of Pledgor in, to and under all of Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed beside that Pledgor's name on Schedule B), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the indebtedness memorialized in the Loan Agreement (the "Indebtedness").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor does hereby grant to Lender, as security for the Indebtedness, a continuing security interest in all of each Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Schedule A annexed hereto;

- (b) each Trademark license, including without limitation each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products and proceeds of, and income of any kind from, any of the foregoing, including without limitation any claim by each Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

To the extent that in respect of any item forming part of the Trademark Collateral the above provisions do not have the effect of creating or acknowledging a security interest in favor of the Lender, the security interest created or acknowledged hereby shall take effect as such type of Encumbrance as shall be required by the law applicable to the creation of a security interest in such Trademark Collateral for the purpose of conferring on the Lender a fixed security interest in such Trademark Collateral (or if such a security interest is not available, such other form of security interest which may be available). For this purpose an "Encumbrance" includes a mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title of retention or otherwise) which has the effect of creating security or payment priority.

Each Pledgor agrees to deliver updated copies of Schedule A and Schedule B to Lender at the end of any quarter in which Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A or enters into any Trademark license not listed on Schedule B, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the Lender's sole cost and expense, such further instruments or documents (in form and substance reasonably satisfactory to Lender), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of Lender, to carry out the provisions and purposes of the Loan Agreement, the Guaranty and this Trademark Security Agreement, and to provide, perfect and preserve the security interests of Lender under the Promissory Note, the Guaranty, this Trademark Security Agreement and the other related documents, in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any Person shall do or perform any acts which Lender reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of that Pledgor or Lender therein or if any Person shall do or perform any acts which Lender reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Lender may and shall have the right, while an Event of Default (as defined in the Loan Agreement) is continuing and after written demand upon Borrower and failure of Borrower to act within ten (10) calendar days after Borrower's receipt of such written demand, to take such steps and institute such suits or proceedings as are reasonably advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be reasonably advisable or necessary or proper for the full protection of the rights of the parties. After written demand upon Borrower and failure of Borrower to act as described above, or upon acceleration of the Indebtedness, Lender may take such steps or institute such suits or proceedings at its sole cost and expense, in its own name (at such time, if ever, as Lender has acquired full right and title to the intellectual property in question) and/or in the name of such Pledgor or in the names of the parties jointly. Lender hereby agrees to give such Pledgor written notice of any steps taken, or any suits or proceedings instituted, by Lender pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Pledgor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and

granted hereby are subject to, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Indebtedness under the Loan Agreement shall have been repaid in full, the rights of the Lender hereunder shall terminate and the Lender shall immediately thereafter execute and deliver to each Pledgor, at Lender's sole expense, all releases and reassignments, termination statements and other instruments as may be necessary or proper in such Pledgor's opinion to terminate all security interests of Lender in the Trademark Collateral and to revert in such Pledgor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant to the terms hereof or of the Guaranty. In the event that Lender has disposed of any Trademark Collateral following an Event of Default (and acceleration of the Indebtedness) but prior to the time that all of the Indebtedness under the Loan Agreement have been indefeasibly repaid in full, Lender shall promptly provide written notice to such Pledgor describing such disposition.

Lender agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default (and acceleration of the Indebtedness) and Lender gives prior written notice of no less than ten (10) days to Allen of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Loan Agreement, the Guaranty and the other related loan documents to which it is a party, each Pledgor and Guarantor may use, license and exploit in the ordinary course of its business the Trademark Collateral in any lawful manner, and Lender shall from time to time execute and deliver, upon reasonable written request of a Pledgor, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of such Pledgor or Borrower are necessary or appropriate to permit such Pledgor or Borrower to continue to do so.

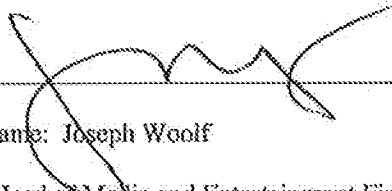
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EXCEPT TO THE EXTENT THAT IT IS EXPRESSLY GOVERNED BY FEDERAL LAW, THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first written above, by its officer thereunto duly authorized, and then duly notarized.

ONEWEST BANK, FSB,  
("Lender")

CARS, TV, INC.,  
a California corporation  
("Pledgor")

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

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

Print Name: Joseph Woolf

Print Name: Byron A. Folks

Title: Head of Media and Entertainment Finance

Title: Chief Executive Officer

SMART MEDIA, INC.,  
a California corporation  
("Pledgor")

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

Print Name: Byron A. Folks

Title: Chief Executive Officer

MYDESTINATION.TV, INC.,  
a California corporation  
("Pledgor")

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

Print Name: Byron A. Folks

Title: Chief Executive Officer



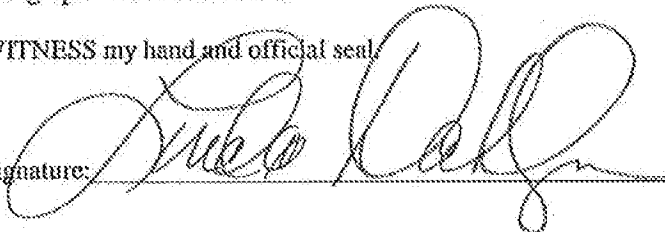
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )

On Sept 12, 2012, before me, Linda Dahlgren, Notary Public, personally appeared Joseph WOLF, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

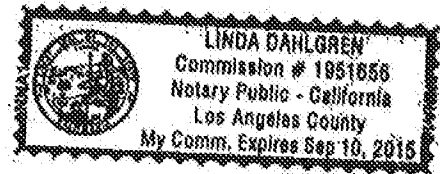
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: \_\_\_\_\_



(seal)



EXCEPT TO THE EXTENT THAT IT IS EXPRESSLY GOVERNED BY FEDERAL LAW, THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

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ONEWEST BANK, FSB,  
("Lender")

CARS, TV, INC.,  
a California corporation  
("Pledgor")

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

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

Print Name: Joseph Woolf

Print Name: Byron A. Folks

Title: Head of Media and Entertainment Finance

Title: Chief Executive Officer

SMART MEDIA, INC.,  
a California corporation  
("Pledgor")

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

Print Name: Byron A. Folks

Title: Chief Executive Officer

MYDESTINATION.TV, INC.,  
a California corporation  
("Pledgor")

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

Print Name: Byron A. Folks

Title: Chief Executive Officer

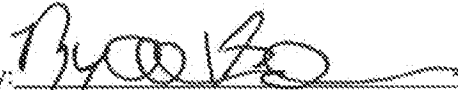
THE GOSSIP QUEENS, INC.,  
a California corporation  
("Pledgor")

By: 

Print Name: Byron A. Folks

Title: Chief Executive Officer

ENTERTAINMENT STUDIOS.COM, INC.,  
a California corporation  
("Pledgor")

By: 

Print Name: Byron A. Folks

Title: Chief Executive Officer

ES.TV, INC.,  
a California corporation  
("Pledgor")

By: 

Print Name: Byron A. Folks

Title: Chief Executive Officer


COMEDY.TV, INC.,  
a California corporation  
("Pledgor")

By: 

Print Name: Byron A. Folks

Title: Chief Executive Officer

ENTERTAINMENT CONTENT, INC.,  
a California corporation  
("Pledgor")

By: 

Print Name: Byron A. Folks

Title: Chief Executive Officer

ENTERTAINMENT STUDIOS NETWORKS,  
INC.,  
a California corporation  
("Pledgor")

By: 

Print Name: Byron A. Folks

Title: Chief Executive Officer

[NOTARIAL ACKNOWLEDGEMENT FOLLOWS]

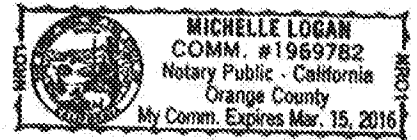
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )

On ~~the~~ 9/10, 2012 before me, Michelle Logan, Notary Public, personally appeared Byron Allen Folks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle Logan (seal)



Schedule A to Trademark  
Security Agreement

TRADEMARKS

<u>TRADEMARK NAME</u>	<u>COUNTRY</u>	<u>APP NUMBER</u>	<u>REG NUMBER</u>	<u>OWNER NAME</u>
Cars.TV	United States of America	77/825790		Cars.TV, Inc.
Comedy.tv	United States of America	77/788640		Comedy.TV, Inc.
America's Court	United States of America	77/840224		Entertainment Content, Inc.
America's Court With Judge Ross	United States of America	77/855349		Entertainment Content, Inc.
AutomotiveVision.TV	United States of America	78/665944	3106726	Entertainment Content, Inc.
Beautiful Homes	United States of America	85/261488		Entertainment Content, Inc.
BEAUTIFUL HOMES & GREAT ESTATES	United States of America	78/615329	3144698	Entertainment Content, Inc.
CAREER DAY	United States of America	85/097046		Entertainment Content, Inc.
COMICS UNLEASHED	Australia	1136921	1136921	Entertainment Content, Inc.
COMICS UNLEASHED	European Community	5307046	5307046	Entertainment Content, Inc.
COMICS UNLEASHED	New Zealand	755702	755702	Entertainment Content, Inc.
COMICS UNLEASHED	United States of America	78/965613	3268247	Entertainment Content, Inc.
COMICS UNLEASHED	United States of America	78/966449	3510179	Entertainment Content, Inc.
DESIGNERS FASHIONS & RUNWAYS	United States of America	78/666358	3109268	Entertainment Content, Inc.

TRADEMARK NAME	COUNTRY	APP NUMBER	REG NUMBER	OWNER NAME
DESTINATIONWEDDINGS.TV	United States of America	85/111883		Entertainment Content, Inc.
ENTERTAINERS	United States of America	78/616575	3435945	Entertainment Content, Inc.
ENTERTAINMENTSTUDIOS.COM	United States of America	75/940662	2821915	Entertainment Content, Inc.
EVERY WOMAN	United States of America	78/616586	3083122	Entertainment Content, Inc.
FORECAST.TV	United States of America	85/108809		Entertainment Content, Inc.
FUNNY YOU SHOULD ASK	United States of America	77/469888		Entertainment Content, Inc.
GBL.TV	United States of America	77/952297		Entertainment Content, Inc.
GLOBAL BASKETBALL LEAGUE	United States of America	77/952296		Entertainment Content, Inc.
GLOBAL BUSINESS PEOPLE	United States of America	78/616588	3176208	Entertainment Content, Inc.
GLOBALSPORTSNETWORK.TV	United States of America	77/890928		Entertainment Content, Inc.
GSN.TV	United States of America	77/952300		Entertainment Content, Inc.
HOLLYWOOD JUSTICE	United States of America	85/095299		Entertainment Content, Inc.
IBL.TV	United States of America	85/108810		Entertainment Content, Inc.
JUSTICE CENTRAL	United States of America	85/437186		Entertainment Content, Inc.
JUSTICECENTRAL.TV	United States of America	85/437189		Entertainment Content, Inc.
JUSTICE FOR ALL	United States of America	85/095315		Entertainment Content, Inc.
KICKIN' IT	United States of America	78/616582	3087462	Entertainment Content, Inc.

TRADEMARK NAME	COUNTRY	APP NUMBER	REG NUMBER	OWNER NAME
LATIN LIFESTYLES	United States of America	78/666539	3219479	Entertainment Content, Inc.
LEGACY.TV	United States of America	85/347502		Entertainment Content, Inc.
LEGADO.TV	United States of America	85/347506		Entertainment Content, Inc.
LOVE AND RELATIONSHIPS	United States of America	77/894219		Entertainment Content, Inc.
MR. BOX OFFICE	United States of America	85/629752		Entertainment Content, Inc.
RECIPE TV	United States of America	78/615327	3219056	Entertainment Content, Inc.
RECIPE.TV	United States of America	77/824766	3956486	Entertainment Content, Inc.
SexTherapist.TV	United States of America	85/351101		Entertainment Content, Inc.
SNN.TV	United States of America	77/832586		Entertainment Content, Inc.
SPORTSNEWSNETWORK.TV	United States of America	85/311532		Entertainment Content, Inc.
THE AMERICAN ATHLETE	United States of America	78/615326	3164767	Entertainment Content, Inc.
THE FIRST FAMILY	United States of America	85/095281		Entertainment Content, Inc.
THE LEGACY NETWORK	United States of America	85/347500		Entertainment Content, Inc.
THE WRITER'S HOT LIST	United States of America	78/665939	3240860	Entertainment Content, Inc.
THE YOUNG ICONS	United States of America	77/890926		Entertainment Content, Inc.
URBAN STYLE	United States of America	78/666419	3835113	Entertainment Content, Inc.
WE HAVE A DREAM	United States of America	78/774713	3250815	Entertainment Content, Inc.



TRADEMARK NAME	COUNTRY	APP NUMBER	REG NUMBER	OWNER NAME
WE THE PEOPLE	United States of America	85/097000		Entertainment Content, Inc.
Who Wants to Date a Comedian	United States of America	85/198967		Entertainment Content, Inc.
YOUR ENTERTAINMENT NETWORK AND SUPERSTORE!	United States of America	76/283599	2962727	entertainmentstudios.com, Inc.
ES.tv	United States of America	77/788639		ES.TV, Inc.
MyDestination.tv	United States of America	77/788641		My Destination TV, Inc.
MISCELLANEOUS DESIGN	United States of America	78/530322	3035661	Pets TV, Inc., a North Carolina corporation
PetsTV	United States of America	78/530166	3046128	Pets TV, Inc., a North Carolina corporation
petstv.com	United States of America	78/530114	3049973	Pets TV, Inc., a North Carolina corporation
Smart TV	United States of America	85/043149	4099700	Smart Media, Inc.
SMART TV & Design	United States of America	74/523063	2286864	Smart Media, Inc.
SmartTV.com	United States of America	85/406477		Smart Media, Inc.
The Smart Way To Watch TV	United States of America	85/406461		Smart Media, Inc.
PETS TV & Design	United States of America	78/530336	3119348	Spotswood Group, Inc.
OUTRAGEOUS	United States of America	77/906409		The Gossip Queens, Inc.
THE GOSSIP QUEENS	United States of America	77/782172	3975149	The Gossip Queens, Inc.