

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST - TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NRJ TV LA OpCo, LLC		08/11/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CF Meda Finance LLC, as collateral agent		
<b>Street Address:</b>	1345 Avenue of the Americas		
<b>Internal Address:</b>	46th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3184625	LA 18 KEEPING YOU CONNECTED	
<b>Registration Number:</b>	3502531	ENTERTAIN, INFORM AND CONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	026033-0219		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (026033-0219)		

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Signature:	/kc for sk/
Date:	10/04/2012
<b>Total Attachments: 3</b> source=Trademark Grant of A Security Interest for NRJ TV LA OpCo, LLC#page1.tif source=Trademark Grant of A Security Interest for NRJ TV LA OpCo, LLC#page2.tif source=Trademark Grant of A Security Interest for NRJ TV LA OpCo, LLC#page3.tif	

## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, NRJ TV LA OpCo, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of December 23, 2010 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of CF Media Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and


WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 11, 2012.

NRJ TV LA OPCO, LLC

By: 

Name: Ted B. Bartley

Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

REGISTERED TRADEMARKS:

<b>Owner</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
NRJ TV LA OpCo, LLC	LA 18 KEEPING YOU CONNECTED	78540103	3184625	December 30, 2004	December 12, 2006
NRJ TV LA OpCo, LLC	ENTERTAIN, INFORM AND CONNECT	77179392	3502531	May 11, 2007	September 16, 2008