

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
19 Entertainment Limited		10/05/2012	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	OneWest Bank, FSB		
Street Address:	888 East Walnut Street		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3933704	I DREAM	
Registration Number:	3924469	IF I CAN DREAM	
CORRESPONDENCE DATA			
Fax Number:	6502130260		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	43362-058(3131)19 ENTERTA		
NAME OF SUBMITTER:	Patricia Picou Green		

Signature:	/Patricia Picou Green/
Date:	10/17/2012
Total Attachments: 5 source=First Lien Trademark Security Agreement#page1.tif source=First Lien Trademark Security Agreement#page2.tif source=First Lien Trademark Security Agreement#page3.tif source=First Lien Trademark Security Agreement#page4.tif source=First Lien Trademark Security Agreement#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of October 9, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of OneWest Bank, FSB, as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”).

WHEREAS, the Grantors are party to (a) a U.S. Collateral Agreement dated as of June 21, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “First Lien Collateral Agreement”), among CORE Entertainment, Inc. (f/k/a CKX Entertainment, Inc., “Intermediate Holdings”), CORE Media Group, Inc. (f/k/a CKX, Inc., the “Borrower”), each other Subsidiary of Intermediate Holdings identified therein and the Administrative Agent and (b) the Credit Agreement, dated as of June 21, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time), among Intermediate Holdings, the Borrower, the Lenders party thereto from time to time and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Copyright Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the First Lien Collateral Agreement and used herein have the meaning given to them in the First Lien Collateral Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all

extensions or renewals thereof, including those set forth on Schedule A under the heading "Trademark Registrations and Applications"; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office on the basis of a Grantor's intent to use any such mark pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a), at which point the security interest granted herein shall attach to each such application.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the First Lien Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the First Lien Collateral Agreement, the provisions of the First Lien Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

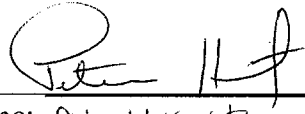
SECTION 5. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

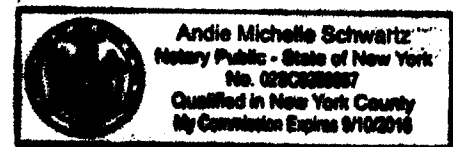
19 ENTERTAINMENT LIMITED

By: 
Name: Peter Hurwitz
Title: Director

STATE OF New York)
COUNTY OF New York) SS.

On this 5 day of October, 2012 before me personally appeared Peter Hurwitz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Entertainment Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

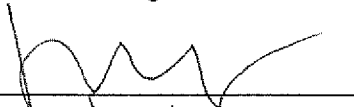



Notary Public



[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

ONEWEST BANK, FSB,
as Administrative Agent

By: 
Name: 
Title: 

SCHEDULE A
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

I. Trademarks

Registered Owner	Mark	Registration Number	Status	Registration/ Renewal/ Expiration Date	Governmental Authority (if non-US trademark)
19 Entertainment Limited	I DREAM	3933704	Registered	3/11/2011	United States
19 Entertainment Limited	IF I CAN DREAM (Design)	3924469	Registered	3/1/2011	United States

II. Trademark Applications

None.