

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
19 Entertainment Limited		10/09/2012	a UK Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Administrative gent (First Lien Term Loan)		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	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:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	38188		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$65.00 3933704

Signature:	/pja/
Date:	10/17/2012
Total Attachments: 6 source=38188#page1.tif source=38188#page2.tif source=38188#page3.tif source=38188#page4.tif source=38188#page5.tif source=38188#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

19 Entertainment Limited

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other a UK Private Limited Company

Citizenship (see guidelines) England and Wales

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 9, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Bank USA, as Administrative Agent (First Lien Term Loan)

Internal Address: _____

Street Address: 200 WEST STREET

City: New York

State: New York

Country: United States Zip: 10282

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope I.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Jordana Dreyfuss
Signature

October 16, 2012
Date

Jordana Dreyfuss
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 Goldman Sachs Bank USA, 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 December 9, 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., the "Borrower"), CORE Media Group, Inc. (f/k/a CKX, Inc., the "Company"), each other Subsidiary of the Borrower identified therein and the Administrative Agent and (b) a First Lien Term Loan Agreement, dated as of December 9, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time), among the Borrower, the Company, 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.

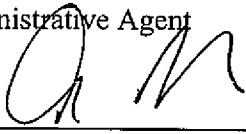
SECTION 5. Counterparts

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.

[Remainder of page intentionally left blank]

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Administrative Agent

By:  _____

Name:

Title:

Anisha Malhotra
Authorized Signatory

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.