

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acorn Media Group, Inc.		10/03/2012	CORPORATION: DISTRICT OF COLUMBIA

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	3333 Peachtree Road
Internal Address:	Attn: Cynthia Burton
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2695190	ACORNMEDIA
Registration Number:	2917252	ACORN EXCEPTIONAL ENTERTAINMENT IMAGINATIVE GIFTS UNCOMMON QUALITY
Registration Number:	3368678	ACACIA
Registration Number:	3178608	ACACIA
Registration Number:	3740722	ATHENA
Registration Number:	3857357	ATHENA
Registration Number:	3412504	YOGA TO THE RESCUE
Registration Number:	3412507	YOGA TO THE RESCUE
Registration Number:	3969772	HEALTHY JOYFUL LIVING
Registration Number:	3690242	KEEPING FIT
Registration Number:	2918183	KEEPING FIT IN YOUR 50S
Registration Number:	3739167	ENGAGE YOUR MIND EXPAND YOUR WORLD

CH \$365.00 2695190

Serial Number:	85599305	THE BEST BRITISH TV
Serial Number:	85599320	THE BEST BRITISH TELEVISION

CORRESPONDENCE DATA

Fax Number: 4045818330
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640036
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	10/18/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

ACORN MEDIA GROUP, INC.

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 3, 2012, is between ACORN MEDIA GROUP, INC. (the "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of October 3, 2012 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor and certain of its Affiliates, the Administrative Agent, and the Lenders.

RECITALS:

A The Grantor, certain of Grantor's Affiliates, and the Administrative Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement, dated as of October 3, 2012 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement or if not defined therein, the Credit Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) except to the extent excluded under the Security Agreement, each trademark license pursuant to which the Grantor is granted a license under any trademark registration of a third party; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement,

dilution or breach (as applicable) of any of the foregoing; or (b) injury to the goodwill associated with any of the foregoing.

The Lien and security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement.

THE SECURITY INTEREST IN THE TRADEMARK COLLATERAL BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States (and, as applicable, the corresponding entities or agencies in any applicable foreign countries) record this security interest in the Trademark Collateral.

Upon the indefeasible payment in full in cash and the performance of the Secured Obligations (other than unmatured contingent obligations, Secured Hedging Obligations and Bank Product Obligations which are not by their terms required to be satisfied upon the termination of the Credit Agreement) and cancellation of the Commitments under the Credit Agreement, the (1) Lien and security interest granted hereunder shall automatically terminate hereunder and of record, (2) the Trademark Collateral shall be released from the security interest created hereby and all right, title and interest therein, thereto and thereunder shall automatically revert to the Grantor; (3) this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, the Secured Parties, and the Grantor hereunder shall terminate, all and in each case, without delivery of any instrument or performance of any act by any party; and (4) the Administrative Agent shall promptly take any actions reasonably necessary to effect and memorialize the termination and release of the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first above written.

GRANTOR:

ACORN MEDIA GROUP, INC.

By: 

Name: MIGUEL PENELLA
Title: CEO

[RLJ - TRADEMARK SECURITY AGREEMENT-ACORN]

TRADEMARK
REEL: 004883 FRAME: 0904

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 

Name: Kevin Curtin

Title: Director

[RLJ - TRADEMARK SECURITY AGREEMENT-ACORN]

TRADEMARK
REEL: 004883 FRAME: 0905

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
Acorn Media	100	United States	2695190
Acorn w/ descriptive line	100	United States	2917252
Acacia	100	United States	3368678
Acacia	100	United States	3178608
Athena	100	United States	3740722
Athena	100	United States	3857357
Yoga to the Rescue	100	United States	3412504
Yoga to the Rescue	100	United States	3412507
Healthy Joyful Living	100	United States	3969772
Keeping Fit	100	United States	3690242
Keeping Fit in Your 50s	100	United States	2918183
Engage Your Mind Expand Your World	100	United States	3739167
The Best British TV	100	United States	Pending (filed 4/16/12)
The Best British Television	100	United States	Pending (filed 4/16/12)