# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Weather Central, LP		110/05/2012	LIMITED PARTNERSHIP: DELAWARE
MyWeather, LLC		110/05/2012 I	LIMITED LIABILITY COMPANY: WISCONSIN

## RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent	
Street Address:	60 Wall Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10005	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark	
Registration Number:	2210567	A.D.O.N.I.S. FUTURECAST	
Registration Number:	2638019	A.D.O.N.I.S. MICROCAST	
Registration Number:	3753663	ESP:LIVE	
Registration Number:	3746855	FUTURECAST	
Registration Number:	3654691	IT'S MORE THAN WEATHER - IT'S MYWEATHER	
Registration Number:	3580461	LIVE:WIRE	
Registration Number:	2989097	MAGICTRAK	
Registration Number:	2525133	METROCAST	
Registration Number:	2547209	METVISION	
Registration Number:	2779931	MYWEATHER	
Registration Number:	2685695	PERSONAL MICROCAST	
Registration Number:	4056324	PINPOINT LIGHTNING	
		TRADEMARK	

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TRADEMARK

Registration Number:	3239572	ROUTECAST
Registration Number:	3667921	ROUTECAST.COM
Registration Number:	2984172	SCREENWRITER
Registration Number:	2063922	SKYTRAK
Registration Number:	2553075	SPORTSWRITER
Registration Number:	2590507	STORMSENTINEL
Registration Number:	2634973	WALKONWEATHER
Registration Number:	2986446	WCINTERACTIVE
Registration Number:	2624760	WEATHER CENTRAL
Registration Number:	2907912	WEATHER DEPOT

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: daniel.cote@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:  James P. Murphy, Legal Assistant		
Signature:	/daniel cote thomsonreuters/	
Date:	10/23/2012	

#### Total Attachments: 7

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# TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)		
	Additional names, addresses, or citizenship attached?		
Weather Central, LP	No Name: Deutsche Bank Trust Company Americas, as		
Individual(s) Association	Street Address: Collateral Agent, 60 Wall Street		
☐ Partnership	City: New York		
Corporation- State: Other	State: NY		
	Country: USA Zip: 10005		
Citizenship (see guidelines) US - DE	Individual(s) Citizenship		
Additional names of conveying parties attached?  Yes No	Association Citizenship		
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship		
Execution Date(s)10/05/2012	Limited Partnership Citizenship		
Assignment Merger	Corporation Citizenship US - DE		
Security Agreement Change of Name	Other Citizenship		
Other	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 A. Trademark Application No.(s)  Text	া identification or description of the Trademark. B. Trademark Registration No.(s)		
The transfer of the transfer o	SEE SCHEDULE I		
	Additional sheet(s) attached? Yes No		
C. Identification or Description of Trademark(s) (and Filing			
5. Name & address of party to whom correspondence			
concerning document should be mailed:	6. Total number of applications and registrations involved.		
Name: James P. Murphy, Legal Assistant			
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: 80 Pine Street	Authorized to be charged to deposit account		
	L_/ Enclosed		
City: New York	8. Payment Information:		
State: NY Zip:10005			
Phone Number: 212-701-3345			
Docket Number:	Deposit Account Number		
Email Address:jmurphy@cahill.com	Authorized User Name		
9. Signature: Sames Pluste	October 23, 2012		
Signature/	Date		
JAMES P. MURPHY	Total number of pages including cover 7 sheet, attachments, and document:		
Name of Person Signing	aneer, anachhemis, and uvcunicht.		

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

ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Trademark Recordation Form Cover Sheet):

MyWeather, LLC Wisconsin LLC Citizenship – US - WI

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 5, 2012, by Weather Central, LP and MyWeather, LLC (individually, a "Grantor", and, collectively, the "Grantors"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

#### WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 12, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral (excluding any Excluded Assets) of such Grantor:
  - (a) registered Trademarks of such Grantor listed on Schedule I attached hereto.
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

# WEATHER CENTRAL, LP

by WSI GP, LLC, its general partner

Ву:

Name: R. Perley Mc Bride Title: Treasurer and Vice President

[Trademark Security Agreement]

MYWEATHER, LLC

Ву:

Name: R. Perley Mc Bride Title: Treasurer and Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS,

as Collateral Agent

By:

Susan LeFevre

Name: Title:

**Managing Director** 

By:

Name:

Evelyn Thierry

Title:

Director

# Schedule I Trademark Registrations and Use Applications

Trademark	Registration Number	Owner
A.D.O.N.I.S. FUTURECAST	2210567	WEATHER CENTRAL LP
A.D.O.N.I.S. MICROCAST	2638019	WEATHER CENTRAL LP
ESP: LIVE	3753663	WEATHER CENTRAL LP
FUTURECAST	3746855	WEATHER CENTRAL LP
MORE THAN WEATHER – IT'S MYWEATHER	3654691	MYWEATHER, LLC
LIVE: WIRE	3580461	WEATHER CENTRAL LP
MAGICTRAK	2989097	WEATHER CENTRAL LP
METROCAST	2525133	WEATHER CENTRAL LP
METVISION	2547209	WEATHER CENTRAL LP
MYWEATHER	2779931	MYWEATHER, LLC
PERSONAL MICROCAST & DESIGN	2685695	WEATHER CENTRAL LP
PINPOINT LIGHTNING	4056324	WEATHER CENTRAL LP
ROUTECAST	3239572	MYWEATHER, LLC
ROUTECAST.COM	3667921	MYWEATHER, LLC
SCREENWRITER	2984172	WEATHER CENTRAL LP
SKYTRAK	2063922	WEATHER CENTRAL LP
SPORTSWRITER	2553075	WEATHER CENTRAL LP
STORMSENTINEL	2590507	WEATHER CENTRAL LP
WALKONWEATHER	2634973	WEATHER CENTRAL LP
WCINTERACTIVE	2986446	WEATHER CENTRAL LP
WEATHER CENTRAL	2624760	WEATHER CENTRAL LP
WEATHER DEPOT	2907912	MYWEATHER, LLC

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**RECORDED: 10/23/2012**