

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|---|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 19 Entertainment Limited | | 11/26/2012 | a UK Private Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Bank National Association, as Administrative Agent (Second Lien Term Loan) | | |
| Street Address: | 214 NORTH TRYON STREET, 26TH FLOOR | | |
| City: | CHARLOTTE | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28202 | | |
| Entity Type: | Association: 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: | 38265 | | |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa | | |

OP \$65.00 3933704

| | |
|--|------------|
| Signature: | /pja/ |
| Date: | 12/03/2012 |
| Total Attachments: 7 source=38265#page1.tif source=38265#page2.tif source=38265#page3.tif source=38265#page4.tif source=38265#page5.tif source=38265#page6.tif source=38265#page7.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) November 26, 2012

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S Bank National Association, as Administrative Agent (Second Lien Term Loan)

Internal Address: _____

Street Address: 214 NORTH TRYON STREET, 26TH FLOOR

City: Charlotte

State: North Carolina

Country: United States Zip: 28202

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

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 J.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

November 27, 2012
Date

Jordana Dreyfuss
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of November 26, 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 U.S. Bank National Association, 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 "Second 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 Second 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, 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 Trademark 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 Second Lien Collateral Agreement and used herein have the meaning given to them in the Second 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 Second 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 Second 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 Second Lien Collateral Agreement, the provisions of the Second 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.

SECTION 6. Subject to Intercreditor Agreement

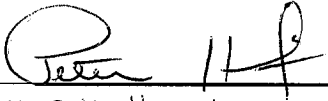
Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties under and as defined in the Second Lien Intercreditor Agreement dated as of December 9, 2011, among CORE Entertainment, Inc. (f/k/a CKX Entertainment, Inc.), CORE Media Group, Inc. (f/k/a CKX, Inc.), the other Grantors party thereto, Goldman Sachs Bank USA, as Senior Collateral Agent and Senior Representative for the Credit Agreement Secured Parties, Goldman Sachs

Bank USA, as Senior Collateral Agent and Senior Representative for the First Lien Term Loan Secured Parties, and Goldman Sachs Bank USA, as Second Priority Collateral Agent and Second Priority Representative for the Second Lien Term Loan Secured Parties, and the additional Representatives and Collateral Agents from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Intercreditor Agreement”), including liens and security interests (a) granted to Goldman Sachs Bank USA, as administrative agent, pursuant to or in connection with the Credit Agreement dated as of June 21, 2011, as amended and restated as of December 9, 2011 (as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CORE Entertainment, Inc. (f/k/a CKX Entertainment, Inc.), CORE Media Group, Inc. (f/k/a CKX, Inc.), the lenders party thereto from time to time, and Goldman Sachs Bank USA, as administrative agent (the “Credit Agreement Administrative Agent”) and swingline lender, and (b) granted to Goldman Sachs Bank USA, as administrative agent, pursuant to or in connection with the First Lien Term Loan Agreement dated as of December 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Term Loan Agreement”), among CORE Entertainment, Inc. (f/k/a CKX Entertainment, Inc.), CORE Media Group, Inc. (f/k/a CKX, Inc.), the lenders party thereto from time to time, and Goldman Sachs Bank USA, as administrative agent (the “First Lien Term Loan Administrative Agent”), and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern.

[Remainder of page intentionally left blank]

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.

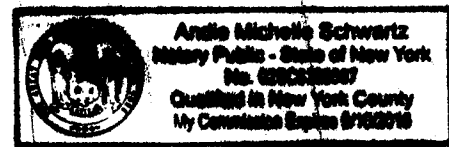
19 ENTERTAINMENT LIMITED

By: 
Name: Peter Hurwitz
Title: Director

STATE OF New York)
)
) ss.
COUNTY OF New York)

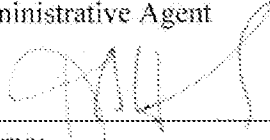
On this 5 day of October, 2012 before me personally appeared Peter Hurwitz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Entertainment Limited, who being by me duly sworn did depose and say that he is an authorized director 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



Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: _____
Title: James A. Hanley
Vice President

SCHEDULE A
to
SECOND 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.