

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
ION Media Entertainment, Inc.		01/24/2013	CORPORATION: FLORIDA
ION Media Networks, Inc.		01/24/2013	CORPORATION: DELAWARE
QUBO Venture LLC		01/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
Open Mobile Ventures Corporation		01/24/2013	CORPORATION: FLORIDA
Airbox Television Inc.		01/24/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	383 Madison Avenue, Floor 24
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2976442	MYSTERIOUS WAYS
Registration Number:	3248009	DOC
Registration Number:	3167755	I
Registration Number:	3141496	I
Registration Number:	3562405	ION
Registration Number:	3562403	ION
Registration Number:	3442627	ION MEDIA NETWORKS
Registration Number:	3442624	ION MEDIA NETWORKS
Registration Number:	3562404	ION TELEVISION
Registration Number:	3568528	ION TELEVISION POSITIVELY ENTERTAINING

OP \$790.00 2976442

Registration Number:	3850636	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3632982	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3768442	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3768441	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3857892	ION TELEVISION HD
Registration Number:	3787746	TELEVISION IN MOTION
Registration Number:	3255844	QUBO
Registration Number:	3260791	QUBO
Registration Number:	3981058	NIGHT OWL QUBO CHANNEL
Registration Number:	4199260	AIRBOX
Registration Number:	4199204	AIRBOX
Registration Number:	3857891	ION TELEVISION HD
Registration Number:	3861761	ION TELEVISION HD
Registration Number:	3866328	ION LIFE
Registration Number:	3866329	ION LIFE
Serial Number:	85579482	ION LIFE
Serial Number:	77070059	OMVION
Serial Number:	85639569	AIRBOX
Serial Number:	85639551	AIRBOX
Serial Number:	85639556	AIRBOX
Serial Number:	85804476	IONSHOP

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: Doris Ka, 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:	Doris Ka, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	02/14/2013

Total Attachments: 8

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TRADEMARK
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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):

ION Media Entertainment, Inc.

- Individual(s)
- Partnership
- Corporation- State: Florida
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 24, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 383 Madison Avenue, Floor 24

City: New York

State: NY

Country: USA Zip: 10179

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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) Text

85579482 (see attached Schedule I for additional items)

B. Trademark Registration No.(s)

2976442 (see attached Schedule I for additional items)

Additional sheet(s) attached? Yes No

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

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

Name: Doris Ka, Legal Assistant

Internal Address: _____

Street Address: 80 Pine Street

Cahill Gordon & Reindel LLP

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: 57320.311

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

31

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Doris Ka, Legal Assistant

Name of Person Signing

February 14, 2013

Date

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

8

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

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	ION Media Networks, Inc.	601 Clearwater Park Road, West Palm Beach, FL 33401	Corporation	Delaware
2.	QUBO Venture LLC	601 Clearwater Park Road, West Palm Beach, FL 33401	Limited Liability Company	Delaware
3.	Open Mobile Ventures Corporation	601 Clearwater Park Road, West Palm Beach, FL 33401	Corporation	Florida
4.	Airbox Television, Inc.	601 Clearwater Park Road, West Palm Beach, FL 33401	Corporation	Florida

Trademark Security Agreement

Trademark Security Agreement, dated as of as of January 24, 2013, by ION MEDIA ENTERTAINMENT, INC., ION MEDIA NETWORKS, INC., QUBO VENTURE LLC, OPEN MOBILE VENTURES CORPORATION and AIRBOX TELEVISION, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (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 Pledgors 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 Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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. Grant of Security Interest in Trademark Collateral. Each Pledgor 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 of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. 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 Pledgors 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, 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 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. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. 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.

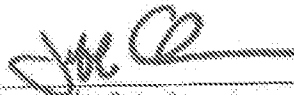
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

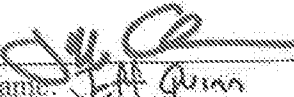
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


ION MEDIA ENTERTAINMENT, INC.

By: 
Name: Jeff Quinn
Title: VP & Treasurer


ION MEDIA NETWORKS, INC.

By: 
Name: Jeff Quinn
Title: VP & Treasurer

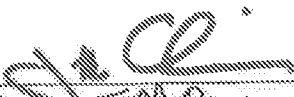
QUBO VENTURE LLC

By: 
Name: Jeff Quinn
Title: VP & Treasurer

OPEN MOBILE VENTURES CORPORATION

By: 
Name: Jeff Quinn
Title: VP & Treasurer

AIRBOX TELEVISION, INC.

By: 
Name: Jeff Quinn
Title: VP & Treasurer

[Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: ROBERT D. BRYANT
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ION Media Entertainment, Inc.	2,976,442	MYSTERIOUS WAYS
ION Media Entertainment, Inc.	3,248,009	DOC
ION Media Networks, Inc.	3,167,755	“i” (stylized and design)
ION Media Networks, Inc.	3,141,496	“i” (searchlight stylized design)
ION Media Networks, Inc.	3,562,405	ION (stylized and/or w/design)
ION Media Networks, Inc.	3,562,403	ION (stylized and/or w/design)
ION Media Networks, Inc.	3,442,627	ion MEDIA NETWORKS (STYLIZED)
ION Media Networks, Inc.	3,442,624	ion MEDIA NETWORKS (STYLIZED)
ION Media Networks, Inc.	3,562,404	ION TELEVISION (stylized and/or w/design)
ION Media Networks, Inc.	3,568,528	ION TELEVISION POSITIVELY ENTERTAINING
ION Media Networks, Inc.	3,850,636	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design)
ION Media Networks, Inc.	3,632,982	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design)
ION Media Networks, Inc.	3,768,442	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design)
ION Media Networks, Inc.	3,768,441	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design) (color)
ION Media Networks, Inc.	3,857,892	ION + HD TELEVISION (stylized and/or with design)
ION Media Networks, Inc.	3,787,746	TELEVISION IN MOTION (Standard Characters)

OWNER	REGISTRATION NUMBER	TRADEMARK
Qubo Venture LLC	3,255,844	QUBO (standard characters)
Qubo Venture LLC	3,260,791	QUBO (stylized and/or design)
Qubo Venture LLC	3,981,058	NIGHT OWL (Standard Characters)
Airbox Television, Inc.	4,199,260	AIRBOX (stylized and/or with design)
Airbox Television, Inc.	4,199,204	AIRBOX (Standard Characters)
ION Media Networks, Inc.	3,857,891	ION + HD TELEVISION (stylized and/or with design)
ION Media Networks, Inc.	3,861,761	ION + HD TELEVISION (stylized and/or with design)
ION Media Networks, Inc.	3,866,328	ION LIFE (stylized and/or with design)
ION Media Networks, Inc.	3,866,329	ION LIFE (stylized and/or with design)

Trademark Applications:

OWNER	REGISTRATION NUMBER	TRADEMARK
ION Media Networks, Inc.	85/579,482	ION LIFE (stylized and/or with design)
Open Mobile Ventures Corporation	77/070,059	OMVION (Standard Characters)
Airbox Television, Inc.	85/639,569	AIRBOX (Design + words, letters)
Airbox Television, Inc.	85/639,551	AIRBOX (Design + words, letters)
Airbox Television, Inc.	85/639,556	AIRBOX (Design + words, letters)
ION Media Networks, Inc.	85/804,476	IONSHOP (Standard Characters)