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
Connoisseur Media Acquisitions, LLC		05/29/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2704367	105.7 FM THE HAWK
Registration Number:	2702358	99.9 FM THE HAWK
Registration Number:	2702359	94.5 FM THE HAWK

CH $90.00 2704367

CORRESPONDENCE DATA

Fax Number: 4045725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-3493
Email: kosborne@kslaw.com
Correspondent Name: Karen Osborne
Address Line 1: 1180 Peachtree Street N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09636.015091

NAME OF SUBMITTER:	Karen Osborne
Signature:	//Karen Osborne//
Date:	05/31/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "the Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of May 10, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Connoisseur Media, LLC, a Delaware limited liability company (the "Borrower"), Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as the Agent for the Lenders, the Lenders have severally agreed to make the Final Disbursement to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date with the Second Lien Credit Agreement in favor of the Agent (as such Second Lien Guaranty and Security Agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement 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 Lenders and the Agent to make the Final Disbursement to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding all Excluded Property, including any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (the "Trademark Collateral"):

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(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Second Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and the terms and conditions of the Second Lien Guaranty and Security Agreement, the Second Lien Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Second Lien Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

TRADEMARK
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IN WITNESS WHEREOF, each Grantor 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,

CONNOISSEUR MEDIA ACQUISITIONS, LLC
as Grantor

By: _____
Name: Michael Driscoll
Title: Chief Financial Officer and
Executive Vice President

CONNOISSEUR MEDIA OF CONNECTICUT, LLC
as Grantor

By: _____
Name: Michael Driscoll
Title: Chief Financial Officer and
Executive Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as the Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

IN WITNESS WHEREOF, each Grantor 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,

CONNOISSEUR MEDIA ACQUISITIONS, LLC
as Grantor

By: _____
Name: Michael Driscoll
Title: Chief Financial Officer and
Executive Vice President

CONNOISSEUR MEDIA OF CONNECTICUT, LLC
as Grantor

By: _____
Name: Michael Driscoll
Title: Chief Financial Officer and
Executive Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as the Agent

By: _____
Name: Steven J. Hesse
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	U.S. Trademarks	Filing Date	Registration No.
Connoisseur Media Acquisitions, LLC	105.7 The Hawk	May 23, 2002	#2704367
Connoisseur Media Acquisitions, LLC	99.9 FM The Hawk	May 23, 2002	#2702358
Connoisseur Media Acquisitions, LLC	94.5 FM The Hawk	May 23, 2002	#2702359
	New Jersey Trademarks	**Filing Date**	**Registration No.**
Connoisseur Media Acquisitions, LLC	94.5 FM The Hawk	6/3/2002	#21056
Connoisseur Media Acquisitions, LLC	105.7 FM The Hawk	6/3/2002	#21057
	Pennsylvania Trademarks	**Filing Date**	**Registration No.**
Connoisseur Media Acquisitions, LLC	99.9 The Hawk	6/3/2002	#3075223

1. TRADEMARK APPLICATIONS

None.