

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
The Weather Channel, LLC		06/26/2013	LIMITED LIABILITY COMPANY: GEORGIA
WSI Corporation		06/26/2013	CORPORATION: MASSACHUSETTS

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: 18

Property Type	Number	Word Mark
Registration Number:	4317964	BRAVING THE ELEMENTS
Registration Number:	4145880	GUARANTEED WHITE CHRISTMAS
Registration Number:	3988349	STORM RIDERS
Registration Number:	1925906	TWC
Registration Number:	2682569	FORECAST EARTH
Registration Number:	2660469	WEATHERQUEST
Registration Number:	1570424	NOWRAD
Serial Number:	85632664	WEATHEREFFECTS
Serial Number:	85416863	EPIC CHRISTMAS
Serial Number:	85354694	HOW'S YOUR WEATHER?
Serial Number:	85798395	LIVE BY IT
Serial Number:	85369164	SOCIAL

OP \$465.00 4317964

Serial Number:	85744830	STORM:CON
Serial Number:	85756364	THE WEATHER COMPANY
Serial Number:	85810130	THE WEATHER COMPANY
Serial Number:	85727051	TOR:CON
Serial Number:	85735158	WEATHERFX
Serial Number:	85961738	WSI°

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:	06/26/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 26, 2013, by The Weather Channel, LLC and WSI Corporation (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. 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 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. Termination. 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.

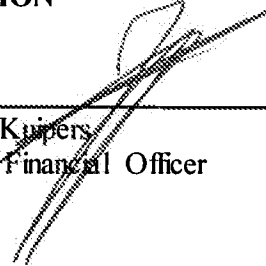
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

**THE WEATHER CHANNEL, LLC
WSI CORPORATION**

By: _____

Name: Peter Kuipers

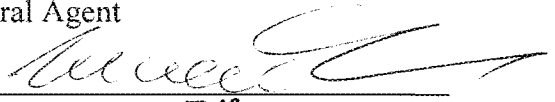
Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read 'Peter Kuipers', is written over a horizontal line. The signature is slanted upwards to the right and is partially obscured by the printed text below it.

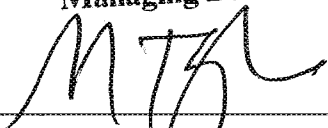
[First Lien Trademark Security Agreement]

**TRADEMARK
REEL: 005057 FRAME: 0467**

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: 

Name: **Anca Trifan**
Title: **Managing Director**

By: 


Name: **Marcus M. Tarkington**
Title: **Director**



[Trademark Security Agreement]

**Schedule I
Trademark Registrations and Use Applications**

Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
BRAVING THE ELEMENTS	Registered	85416853 Sep 7, 2011	4317964 Apr 9, 2013	The Weather Channel, LLC
GUARANTEED WHITE CHRISTMAS	Registered	85416858 Sep 7, 2011	4145880 May 22, 2012	The Weather Channel, LLC
STORM RIDERS	Registered	85035064 May 11, 2010	3988349 Jul 5, 2011	The Weather Channel, LLC
TWC	Registered	74513649 Apr 18, 1994	1925906 Oct 10, 1995	The Weather Channel, LLC
FORECAST EARTH	Registered	76252865 May 7, 2001	2682569 Feb 4, 2003	The Weather Channel, LLC
WEATHERQUEST	Registered	76190277 Jan 05, 2001	2660469 Dec, 10, 2002	The Weather Channel, LLC
NOWRAD	Registered	73788113 Apr 17, 1989	1570424 Dec 5, 1989	WSI Corporation

Applications

Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
WEATHEREFFECTS	Pending	85632664 Apr 23, 2012		The Weather Channel, LLC
EPIC CHRISTMAS	Allowed	85416863 Sep 7, 2011		The Weather Channel, LLC
HOW'S YOUR WEATHER?	Allowed	85354694 Jun 23, 2011		The Weather Channel, LLC
LIVE BY IT	Pending	85798395 Dec 10, 2012		The Weather Channel, LLC
SOCIAL (Stylized) 	Allowed	85369164 Jul 12, 2011		The Weather Channel, LLC
STORM:CON	Pending	85744830 Oct 3, 2012		The Weather Channel, LLC
THE WEATHER COMPANY	Pending	85756364 Oct 17, 2012		The Weather Channel, LLC

Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
THE WEATHER COMPANY & Design 	Pending	85810130 Dec 24, 2012		The Weather Channel, LLC
TOR:CON	Pending	85727051 Sep 12, 2012		The Weather Channel, LLC
WEATHERFX	Pending	85735158 Sep 21, 2012		The Weather Channel, LLC
WSI (Stylized) 	Pending	85961738 Jun 17, 2013		WSI Corporation