

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NRJ TV SF OPCO, LLC		07/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CF Media Finance III LLC, as collateral agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3471609	KTNC	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-756-2336		
Email:	melissa.karp@srz.com		
Correspondent Name:	M. Karp c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	026033-0219		
NAME OF SUBMITTER:	Melissa Karp (026033-0219)		

CH \$40.00 3471609

Signature:	/kc for mk/
Date:	07/03/2013
Total Attachments: 3 source=Trademark Security Agreement for NRJ SF OpCo, LLC#page1.tif source=Trademark Security Agreement for NRJ SF OpCo, LLC#page2.tif source=Trademark Security Agreement for NRJ SF OpCo, LLC#page3.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, NRJ TV SF OpCo, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of November 30, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of CF Media Finance III LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term) as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 1, 2013.

NRJ TV SF OPCO, LLC

By: *Ted B. Bartley*
Name: Ted B. Bartley
Title: Chief Executive Officer

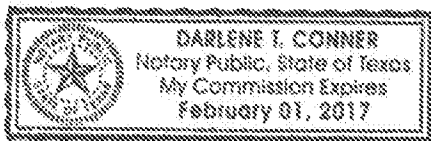
STATE OF TEXAS

ss.:

COUNTY OF DALLAS

On this 1 day of July, 2013, before me personally came Ted B. Bartley, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Executive Officer of NRJ TV SF OPCO, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of NRJ TV SF OPCO, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature]



SCHEDULE A TO GRANT OF A SECURITY INTEREST --TRADEMARKS

Company	Country	Registered Service Mark (word mark)	USPTO Registration No.	Registration Date
NRJ TV SF OpCo, LLC ¹	USA	KTNC	3471609	July 22, 2008

¹ Formerly known as TTBG San Francisco OpCo, LLC.