

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
19 Entertainment Limited		09/18/2013	UK Private Limited Company: UNITED KINGDOM
19 TV Limited		09/18/2013	UK Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Administrative Agent (First Lien Term Loan)
Street Address:	200 WEST STREET
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4150278	AMERICAN IDOLS
Registration Number:	4150276	AMERICAN IDOL
Serial Number:	85724372	CHANNEL 19
Serial Number:	85839802	AMERICAN IDOL
Serial Number:	85854944	IDOL PREDICTIONS
Serial Number:	85727003	AUTHENTIC ICON
Serial Number:	85499790	AUTHENTIC ICON
Serial Number:	85590650	AMERICAN IDOL
Serial Number:	85285953	AMERICAN IDOL
Serial Number:	85831340	IDOL CAFE
Serial Number:	85831334	IDOL

CORRESPONDENCE DATA

900266664

TRADEMARK
 REEL: 005114 FRAME: 0511

OP \$290.00 4150278

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	CRS1-38914
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/19/2013

Total Attachments: 8
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of September 18, 2013 (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 Goldman Sachs Bank USA, 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 "First 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 First 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, 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 Copyright 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 First Lien Collateral Agreement and used herein have the meaning given to them in the First 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 First 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 First 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 First Lien Collateral Agreement, the provisions of the First 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.

[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 INC.,

By: Kelly Pontano

Name: Kelly Pontano

Title: VP & Secretary

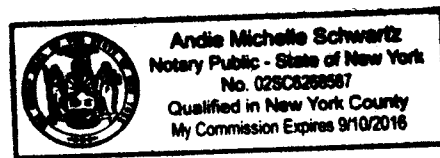
STATE OF New York)

) ss.

COUNTY OF New York)

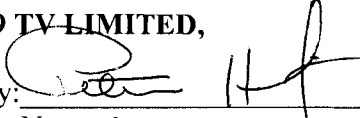
On this 16 day of September, 2013 before me personally appeared Kelly Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 ENTERTAINMENT INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company/ corporation, that the said instrument was signed on behalf of said limited liability company/ corporation as authorized by its Sole Member/ Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said limited liability company/ corporation.

Andie Schwartz
Notary Public



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 TV LIMITED,

By: 
Name: Peter Hummels
Title: Director

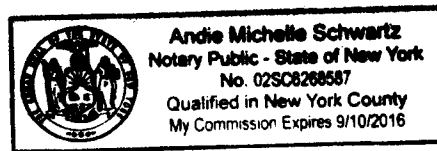
STATE OF New York)

) ss.

COUNTY OF New York)

On this 16 day of September 2013 before me personally appeared Peter Hummels, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 TV LIMITED, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company/ corporation, that the said instrument was signed on behalf of said limited liability company/ corporation as authorized by its Sole Member/ Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said limited liability company/ corporation.


Notary Public



Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Administrative Agent

By:  _____

Name:

Title:

Anisha Malhotra
Authorized Signatory

SCHEDULE A
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

I. Trademarks

Owner (and Co-Owner, if any)	Registered Owner	Mark	Registration Number	Status	Registration/Renewal/Expiration Date	Governmental Authority (if non-US trademark)
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOLS	4150278	Registered	29-May-12	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOLS	4150276	Registered	29-May-12	

II. Trademark Applications

Owner (and Co-Owner, if any)	Applicant	Mark	Application Number	Status	Date Filed	Governmental Authority (if non-US trademark application)
19 Entertainment Inc.	19 Entertainment Inc.	CHANNEL 19	85/724,372	Pending	10-Sep-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	85/839,802	Pending	4-Feb-13	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	IDOL PREDICTIONS	85/854,944	Pending	20-Feb-13	

19 TV Limited Fremantle Media North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	AUTHENTIC ICON	85/727,003	Pending	12-Sep-12	
19 TV Limited Fremantle Media North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	AUTHENTIC ICON	85/499,790	Pending	20-Dec-11	
19 TV Limited Fremantle Media North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	85/590,650	Pending	5-Apr-12	
19 TV Limited Fremantle Media North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	85/285,953	Pending	4-Apr-11	
19 TV Limited Fremantle Media North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	CAFÉ IDOL	85/831,340	Pending	24-Jan-13	
19 TV Limited Fremantle Media North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	IDOL	85/831,334	Pending	24-Jan-13	