

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
NimbleTV, Inc.	FORMERLY Nomad TV, Inc.	11/06/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tribune Investments, LLC		
Street Address:	435 N. Michigan Ave.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85781262	NIMBLETV	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-372-2000		
Email:	umattsson@mwe.com, jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	020336-0533		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
Signature:	/Ulrika E. Mattsson/		
Date:	11/07/2013		

CH \$40.00 85781262

Total Attachments: 5

source=NimbleTV - Trademark Security Agmt#page1.tif

source=NimbleTV - Trademark Security Agmt#page2.tif

source=NimbleTV - Trademark Security Agmt#page3.tif

source=NimbleTV - Trademark Security Agmt#page4.tif

source=NimbleTV - Trademark Security Agmt#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2013 (this “**Agreement**”), is entered into between NimbleTV, Inc., a Delaware corporation formerly known as Nomad TV, Inc. (the “**Grantor**”), and Tribune Investments, LLC (“**Tribune**”).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of November 6, 2013, by and between Grantor and Tribune (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), Grantor granted to the Secured Party, for the benefit of the Secured Party, a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral of the Grantor;

WHEREAS, each of the Noteholders has consented to the appointment of Tribune as their representative for certain matters pertaining to this Agreement;

WHEREAS, the Noteholders are the holders of those certain 2013 Senior Secured Convertible Promissory Notes executed by Grantor; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party, for the benefit of the Secured Party, a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and all Trademark 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above:

WimbleTV, Inc., as Grantor



By:
Name: Arnel Subanastian
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

Tribune Investments, L.L.C., as Secured Party

By:
Name: Daniel Kason
Title: President


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

NimbleTV, Inc., as Grantor

By: _____
Name: Anand Subramanian
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

Tribune Investments, LLC, as Secured Party

By:  _____
Name: Daniel Kazan
Title: President

SCHEDULE 1

Mark	Application Number	Filing Date	Owner	Status
NIMBLETV	85/781,262	November 16, 2012	NimbleTV, Inc.	Pending

DM_US 46490373-1.020336.0533