

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blaze Television, LLC		04/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Rights Fund II, L.P.		
Street Address:	C/O Beringea LLC		
Internal Address:	32330 W. 12 Mile Road		
City:	Farmington Hills		
State/Country:	MICHIGAN		
Postal Code:	48334		
Entity Type:	LIMITED PARTNERSHIP: BERMUDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77243816	CD USA	
CORRESPONDENCE DATA			
Fax Number:	4246450794		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4242147014		
Email:	mmortimer@sycr.com		
Correspondent Name:	David E. Lafitte, Stradling Yocca et al.		
Address Line 1:	800 Anacapa Street, Suite A		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
ATTORNEY DOCKET NUMBER:	103061-0000		
NAME OF SUBMITTER:	David E. Lafitte		
SIGNATURE:	/David E. Lafitte/		
DATE SIGNED:	04/29/2014		
Total Attachments: 7			
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GRANT OF SECURITY INTEREST AND RIGHTS IN TRADEMARKS

This **GRANT OF SECURITY INTEREST AND RIGHTS IN TRADEMARKS** dated as of April 11, 2014 ("**Trademark Agreement**"), is entered into by and between Blaze Television, LLC, a Delaware limited liability company (the "**Assignor**"),¹ and Global Rights Fund II, L.P., a Bermuda limited partnership (the "**Assignee**").

RECITALS:

(1) This Trademark Agreement is made pursuant to (a) that certain Security Agreement, dated as of April 11, 2014 (the "**Security Agreement**"), between Shout! Factory, LLC and Global Rights Fund II, L.P., a Bermuda limited partnership (the "**Secured Party**") and (b) that certain Secured Guaranty (the "**Secured Guaranty**") executed by the Assignor in favor of the Secured Party, dated as of April 11, 2014, as contemplated by the Security Agreement.

(2) The Assignor has granted to the Assignee under the Secured Guaranty and the Security Agreement a continuing security interest in, assignment of and lien on all of its assets, whether now owned or existing or hereafter acquired or arising.

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

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the obligations set forth in the Secured Guaranty the Security Agreement, the Note and the other Transaction Documents, the Assignor hereby assigns, transfers, conveys and grants to the Assignee a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor, whether acquired in the United States or elsewhere in the world and whether registered in the name of the Assignor or otherwise) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

¹ For purposes of this Trademark Agreement, references to the "Assignor" shall include any and all direct and indirect Subsidiaries (as defined in the Security Agreement, as defined herein) of the Assignor, whether now known or acquired in the future.

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office listed on Schedule A to this Trademark Agreement;

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office listed on Schedule A to this Trademark Agreement;

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States and that are listed on Schedule A to this Trademark Agreement;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof and that are listed on Schedule A to this Trademark Agreement;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured Assignor; and all accounting information pertaining to operations in, on or about Assignor's operations and all media in which or on which all of the information or knowledge or data or records relating to Assignor's operations may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Assignee shall keep all such information, knowledge, records or data strictly confidential;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code) of the Assignor representing the foregoing;

(xi) any and all goodwill associated with the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Secured Guaranty and Security Agreement. This Trademark Agreement has been entered into by the Assignor and the Assignee primarily for recording purposes as contemplated by the Secured Guaranty and the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement or Secured Guaranty, the terms and provisions of the Security Agreement or the Secured Guaranty, as the case may be, shall govern.


[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNOR

BLAZE TELEVISION, LLC


By: _____
Name: Robert Emmer
Title: President; Treasurer; Secretary

Accepted and acknowledged by:

ASSIGNEE:

GLOBAL RIGHTS FUND II, L.P.

By: ProVen Private Equity (Bermuda) Ltd.,
a Bermuda corporation, its general
partner

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNOR

BLAZE TELEVISION, LLC

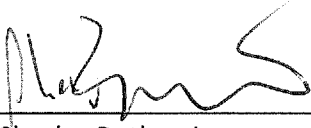
By: _____
Name:
Title:

Accepted and acknowledged by:

ASSIGNEE:

GLOBAL RIGHTS FUND II, L.P.

By: ProVen Private Equity (Bermuda) Ltd.,
a Bermuda corporation, its general
partner

By:  _____
Name: Charles Rothstein
Title: As the lawful attorney for
ProVen Private Equity (Bermuda) Ltd.

Schedule A to Trademark Agreement

[Attached]

Trademarks

	A	B	C	D	E
	No.	Trademarks	Country	Serial No.	Status
1	1	CD USA (& Design)	US	77243816	Abandoned May 15, 2008