

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NimbleTV, Inc.	FORMERLY Nomad TV, Inc.	08/20/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tribune Investments, LLC		
<b>Street Address:</b>	435 N. Michigan Ave.		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85781262	NIMBLETV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3123722000		
<b>Email:</b>	jbisbikis@mwe.com, kwalsh@mwe.com		
<b>Correspondent Name:</b>	Kelly Walsh, McDermott Will & Emery LLP		
<b>Address Line 1:</b>	227 W. Monroe Street, Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5096		
<b>ATTORNEY DOCKET NUMBER:</b>	020336-0533		
<b>NAME OF SUBMITTER:</b>	John G. Bisbikis		
<b>SIGNATURE:</b>	/John G. Bisbikis/		
<b>DATE SIGNED:</b>	08/22/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK

**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 20, 2014 (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, this Amended and Restated Trademark Security Agreement amends and restates that certain Trademark Security Agreement dated November 6, 2013 in order to clarify that Tribune is acting as collateral agent for and representative of the Noteholders;

WHEREAS, pursuant to the Security Agreement dated November 6, 2013, by and among 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 Tribune, as collateral agent for and representative of each of the Noteholders (referred to herein as 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 and the Note;

WHEREAS, the Noteholders are the holders of the 2013 Senior Secured Convertible Promissory Notes of executed by Grantor for the benefit of the Secured Party; 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 all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on **Schedule 1** hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”).

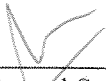
3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights

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.

\* \* \*

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: Chandler Bigelow  
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: Chandler Bigelow  
Title: President

### SCHEDULE 1

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

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