

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHINE TELEVISION, LLC		12/19/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		
Street Address:	60 WALL STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4565029	MASTERCHEF JUNIOR	
Serial Number:	85809071	JUNIOR MASTERCHEF	
Serial Number:	85442019	MASTERCHEF	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	vmann@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Virginia F. Mann		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21024-001		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	12/30/2014		
Total Attachments: 5			
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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 19, 2014 (this “Agreement”), made by SHINE TELEVISION, LLC, a California limited liability company (the “Pledgor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (First Lien), dated as of August 13, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among MediArena Acquisition B.V. (the “Borrower”), each subsidiary of the Borrower identified therein and Deutsche Bank AG New York Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *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.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHINE TELEVISION, LLC

By: 

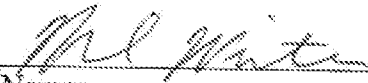
Name: Steve Shikiya

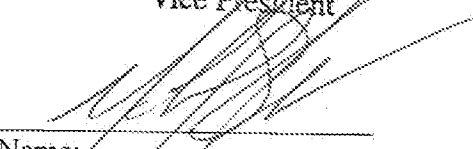
Title: Manager

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 005432 FRAME: 0387

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent,

By: 
Name: **Michael Winters**
Title: **Vice President**

By: 
Name: **Michael Shannon**
Title: **Vice President**

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Relating to a Material Format Owned by Shine Television, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MASTERCHEF JUNIOR	4,565,029	8-Jul-2014

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
MASTERCHEF JUNIOR	85/809071	21-Dec-2012
MASTERCHEF	85/442019	7-Oct-2011