

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TORQUE TV, LLC		05/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W. Washington St., 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3466003	TORQUE.TV	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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>			
Phone:	6172354787		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Matthew F. Burrows, Ropes & Gray LLP		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	108524-0005		
NAME OF SUBMITTER:	Matthew Burrows		
SIGNATURE:	/Matthew Burrows/		
DATE SIGNED:	05/22/2015		
Total Attachments: 5			
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**SECOND LIEN TRADEMARK SECURITY
AGREEMENT**

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the “**Trademark Security Agreement**”), dated as of May 18, 2015, by **TORQUE TV, LLC**, (“**Grantor**”), in favor of **CORTLAND CAPITAL MARKET SERVICES LLC**, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity as collateral agent, the “**Collateral Agent**”).

W i t n e s s e t h :

WHEREAS, pursuant to that certain Second Lien Term Loan Agreement, dated as of October 4, 2013 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, the Guarantors (as defined therein) party thereto from time to time, the lenders party thereto from time to time (the “**Lenders**”), Cortland Capital Market Services LLC, as Collateral Agent and as administrative agent, and certain other parties thereto, the Lenders have agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of October 4, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Borrower, the Subsidiaries of the Borrower party thereto from time to time and the Collateral Agent, Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Agreement, Grantor has agreed to secure Grantor’s obligations under the Credit Documents as set forth in the Pledge and Security Agreement and this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein and in the Pledge and Security Agreement, Grantor hereby agrees with the Collateral Agent as follows:

1. Pledge and Security Agreement Definitions.

Unless otherwise defined herein, capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement

2. Grant of Security in Trademarks.

Grantor hereby grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of Grantor’s

right, title and interest in, to and under all of the following personal property of Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “**Trademark Collateral**”):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, and other source or business identifiers, and, in each case, all goodwill associated therewith, (ii) all registrations, applications for registration, renewals, and recordings thereof and the right to obtain the same, in each case whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including each application and registration referred to in Schedule 1 attached hereto, and (iii) all common-law rights related thereto; and
- (b) all rights to sue at law or in equity for any infringement, misappropriation, or other violation or impairment thereof and the right to receive all Proceeds (including, licenses, royalties, income, payments, claims, damage awards and proceeds of suit) therefrom.

3. Pledge and Security Agreement and Intercreditor Agreements.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The security interest granted hereby, and the rights and remedies related thereto, are also subject to the terms and conditions set forth in the Intercreditor Agreement and Term Loan Intercreditor Agreement.

4. Counterparts.

This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission, electronic mail or by posting on the Platform shall be effective as delivery of a manually executed counterpart hereof.

5. Governing Law.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

TORQUE TV, LLC

By: 

Name:

Title:

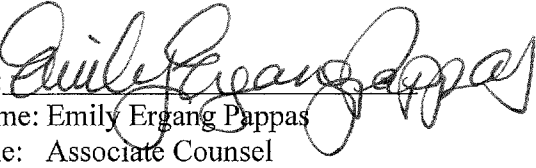
William A. Sutman

EVP, CFO & Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

ACKNOWLEDGED AND ACCEPTED,
as of the date above first written:

**CORTLAND CAPITAL MARKET SERVICES
LLC**, as Administrative Agent and Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK
REEL: 005522 FRAME: 0270**

SCHEDULE 1

MARK	COUNTRY	RECORD OWNER	CURRENT OWNER (IF DIFFERENT FROM RECORD OWNER)	APPLICATION NUMBER	REGISTRATION NUMBER
TORQUE.TV	United States	Torque TV, LLC			3466003