

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Torque TV, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company - DE
- Association
- Limited Partnership

Citizenship:

Execution Date(s) April 30, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Name: Wells Fargo Capital Finance, LLC No

Internal Address:

Street Address: 1100 Abernathy Road, Suite 1600

City: Atlanta

State: GA

Country: USA

Zip: 30328

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Revolving Credit Facility Trademark Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

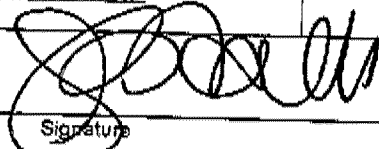
a. Credit Card Last 4 Numbers 0974

Expiration Date 6/17

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

Joanne B. Arnold
Name of Person Signing

May 11, 2015
Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 3466003

SCHEDULE 1

MARK	COUNTRY	RECORD OWNER	REGISTRATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER
TORQUE TV	United States	Torque TV, LLC	July 15, 2008		3466003

REVOLVING CREDIT FACILITY TRADEMARK SECURITY AGREEMENT

THIS REVOLVING CREDIT FACILITY TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of April 30, 2015, by TORQUE TV, LLC., a Delaware corporation ("Grantor") in favor of WELLS FARGO CAPITAL FINANCE, 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").

Witnesseth:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit Agreement, dated as October 4, 2103 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, certain Subsidiaries and Affiliates of the Grantors (together with Grantors, collectively, "Borrowers"), the lenders party thereto from time to time (the "Lenders"), Wells Fargo Capital Finance, LLC, as Collateral Agent and as administrative agent, Wells Fargo Bank, National Association, as Term Loan B Agent and certain other parties thereto, the Lenders have agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit Facility 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 Borrowers, certain other grantors party thereto and the Collateral Agent, the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors or other grantors party to the Pledge and Security Agreement may enter into one or more Related Obligation Documents with one or more Approved Counterparties; 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 such Grantor's obligations under the Credit Documents and the Related Obligation 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, each Grantor hereby agrees with the Collateral Agent that the Existing Trademark Security Agreements shall be (and hereby are) amended and restated 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 such Grantor's right, title and interest in, to and under all of the following personal property of such 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) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, internet domain names and other source or business identifiers, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and (ii) all renewals thereof;
- (b) all products and proceeds of Trademark Collateral, including all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (c) all rights to sue for past, present and future infringements and dilutions thereof;
- (d) the goodwill of Grantor's business symbolized by the foregoing or connected therewith; and
- (e) all of Grantor's rights corresponding thereto throughout the world.

3. Pledge and Security Agreement.

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.

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.

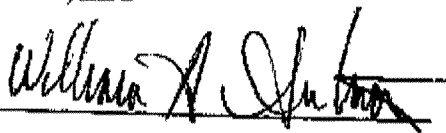
5. Governing Law.

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

TORQUE TV, LLC

By: _____
Name:
Title:



William A. Sutman
EVP, CFO & Treasurer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO CAPITAL FINANCE, LLC
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement - Torque]


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

TORQUE TV, LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO CAPITAL FINANCE, LLC
as Collateral Agent

By: 
Name: Dawn S. Lehman
Title: v. p.

[Signature Page to Trademark Security Agreement - Torque]