

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crown Media United States, LLC		06/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd., MACD1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4411918	THE HEART OF TV	
Registration Number:	4411917	THE HEART OF TV	
Registration Number:	4411916	THE HEART OF TV	
Serial Number:	86527311	KITTEN BOWL	
Serial Number:	86527354	KITTEN BOWL	
Serial Number:	86527346	KITTEN BOWL	
Serial Number:	86527329	KITTEN BOWL	
Serial Number:	86420400	KITTEN BOWL	
Serial Number:	86446538	PAW STAR	
Serial Number:	86446523	PAW STAR	
Serial Number:	86446506	PAW STAR	
Serial Number:	86446494	PAW STAR	
Serial Number:	86446480	PAW STAR	
Serial Number:	86446453	PAW STAR	
Serial Number:	86420679	KITTEN BOWL	
Serial Number:	86527281	KITTEN BOWL	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 4411918

TRADEMARK

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.

Email: marina.kelly@thomsonreuters.com
Correspondent Name: Ken Tan, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	07/02/2015

Total Attachments: 6
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Trademark Security Agreement

Trademark Security Agreement, dated as of June 25, 2015, by CROWN MEDIA UNITED STATES, LLC (the "Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


[Signature Pages Follow]

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

Very truly yours,

CROWN MEDIA UNITED STATES, LLC

By: _____


Name: Andrew Rooke


Title: Vice President and
Chief Financial Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005567 FRAME: 0745

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Reginald M. Goldsmith III
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Crown Media United States, LLC	4411918	The Heart of TV
Crown Media United States, LLC	4411917	The Heart of TV
Crown Media United States, LLC	4411916	The Heart of TV

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Crown Media United States, LLC	86527311	Kitten Bowl
Crown Media United States, LLC	86527354	Kitten Bowl
Crown Media United States, LLC	86527346	Kitten Bowl
Crown Media United States, LLC	86527329	Kitten Bowl
Crown Media United States, LLC	86420400	Kitten Bowl
Crown Media United States, LLC	86446538	Paw Star
Crown Media United States, LLC	86446523	Paw Star
Crown Media United States, LLC	86446506	Paw Star
Crown Media United States, LLC	86446494	Paw Star
Crown Media United States, LLC	86446480	Paw Star
Crown Media United States, LLC	86446453	Paw Star
Crown Media United States, LLC	86420679	Kitten Bowl
Crown Media United States, LLC	86527281	Kitten Bowl