

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM394622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weinstein Television LLC		05/20/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3659338	PROJECT RUNWAY	
Registration Number:	3173086	PROJECT RUNWAY	
Serial Number:	85877666	WELCOME TO MYRTLE MANOR	
Serial Number:	85863299	MYRTLE MANOR	
Serial Number:	85863388	MYRTLE MANOR	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	08/10/2016		
Total Attachments: 4			

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of May 20, 2016 by and from WEINSTEIN TELEVISION LLC, a Delaware limited liability company (the "Grantor"), to and in favor of BANK OF AMERICA, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Term Loan Agreement referenced below).

WHEREAS, the Borrower, the Lenders and Grantee have entered into a Term Loan Agreement dated May 20, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement").

WHEREAS, the Borrower and certain Subsidiaries of the Borrower have entered into a Guaranty and Security Agreement dated May 20, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Guaranty and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guaranty and Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Term Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations and is subject to the Term Loan Agreement and Loan Documents in all respects. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

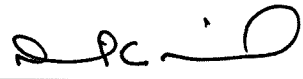
(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

WEINSTEIN TELEVISION LLC

By: 
Name: _____
Title: David C. Glessen
c.o.o / President

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IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

	Mark	Application/ Registration Number	Owner
	Project Runway	3659338	Weinstein Television LLC
	PROJECT RUNWAY	3173086	Weinstein Television LLC
	Welcome to Myrtle Manor	85877666	Weinstein Television LLC
	Myrtle Manor	85863299	Weinstein Television LLC
		85863388	Weinstein Television LLC

Domain Names:

1. <http://projectrunway.com/>
2. <http://allstars.projectrunway.com/>
3. <http://underthegunn.tv/>
4. <http://threads.projectrunway.com>