

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
19 Entertainment Limited		10/17/2016	LIMITED COMPANY: UNITED KINGDOM
19 TV Limited		10/17/2016	Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 SOUTH SIXTH STREET, SUITE 12090
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	3868906	CARRIE UNDERWOOD
Registration Number:	3933704	I DREAM
Registration Number:	4063712	SUPERSTARS OF DANCE
Registration Number:	3919384	SYTYCD
Registration Number:	3870192	IF I CAN DREAM
Registration Number:	3870191	IF I CAN DREAM
Registration Number:	3743805	SO YOU THINK YOU CAN DANCE
Registration Number:	3387351	SO YOU THINK YOU CAN DANCE
Registration Number:	3458648	SO YOU THINK YOU CAN DANCE
Registration Number:	3194223	SO YOU THINK YOU CAN DANCE
Registration Number:	3700424	SO YOU THINK YOU CAN DANCE
Registration Number:	3648958	SO YOU THINK YOU CAN DANCE
Registration Number:	3193211	SO YOU THINK YOU CAN DANCE
Registration Number:	3415693	CARRIE UNDERWOOD
Registration Number:	3275995	KELLY CLARKSON
Registration Number:	3924469	IF I CAN DREAM
Registration Number:	3924468	IF I CAN DREAM

CH \$1165.00 3868906

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3911371	AMERICAN IDOL
Registration Number:	3357980	AMERICAN IDOL
Registration Number:	3845238	AMERICAN IDOL
Registration Number:	3845240	AMERICAN IDOL
Registration Number:	3845239	AMERICAN IDOL
Registration Number:	2751431	AMERICAN IDOL
Registration Number:	2951733	AMERICAN IDOL
Registration Number:	3101422	AMERICAN IDOL
Registration Number:	2715725	AMERICAN IDOL
Registration Number:	2955077	AMERICAN IDOL
Registration Number:	3142771	AMERICAN IDOL
Registration Number:	3146138	AMERICAN IDOL
Registration Number:	3295322	AMERICAN IDOL
Registration Number:	3352837	IDOL
Registration Number:	3821023	IDOL GIVES BACK
Registration Number:	3814292	IDOL GIVES BACK
Registration Number:	3870662	IDOL GIVES BACK
Registration Number:	3870661	IDOL GIVES BACK
Registration Number:	3870660	MYIDOL
Registration Number:	3879172	MOM IDOL
Registration Number:	3847886	MOM IDOL
Registration Number:	4150278	AMERICAN IDOLS
Registration Number:	4150276	AMERICAN IDOL
Serial Number:	85209777	19
Serial Number:	85209796	19
Serial Number:	85335822	IDOL CHATTER
Serial Number:	85329943	IDOL GIVEAWAY
Serial Number:	85724372	CHANNEL 19
Serial Number:	85839802	AMERICAN IDOL

CORRESPONDENCE DATA

Fax Number: 2127288111

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.

Phone: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Meghan Hungate c/o Willkie Farr & Gallag

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	124341.00001 MHH
NAME OF SUBMITTER:	Meghan Hungate
SIGNATURE:	/meghanhungate/
DATE SIGNED:	10/18/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of October 17, 2016 (this "Agreement"), by and among 19 Entertainment Limited and 19 TV Limited (collectively, the "Grantors") and Wilmington Trust, National Association, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Term Loan Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated October 17, 2016, among NEG Holdings LLC, a Delaware limited liability company (the "Borrower"), NEG Parent LLC, a Delaware limited liability company, and each Subsidiary thereof listed as a "Guarantor" on the signature pages thereto, the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto, and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement as consideration for Loans previously made. Accordingly, 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 or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantors' right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof and all rights to sue for past, present and future infringements, misappropriations or violations thereof (the "Trademark Collateral"). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark 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.

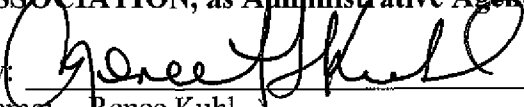
SECTION 4. Termination. The security interest granted herein shall terminate and be released at the time and in the manner set forth in Section 8.11 of the Credit Agreement and, at such time, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent,**

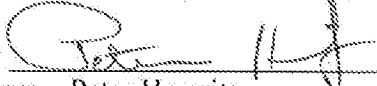
By: 

Name: Renee Kuhl

Title: Vice President

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

19 ENTERTAINMENT LIMITED
19 TV LIMITED, collectively, as Grantors

By:  _____

Name: Peter Hurwitz

Title: Director

[Trademark Security Agreement]

TRADEMARK
REEL: 005904 FRAME: 0219

Schedule I

Trademarks:

Entity	Mark	Reg. No.	Reg. Date
19 Entertainment Limited (UK)	Carrie Underwood	3868906	4/22/08
19 Entertainment Limited (UK)	I Dream	3933704	3/22/11
19 Entertainment Limited (UK)	Superstars of Dance	4063712	11/29/11
19 Entertainment Limited (UK)	SYTYCD	3919384	2/15/11
19 Entertainment Limited (UK)	If I Can Dream	3870192	11/2/10
19 Entertainment Limited (UK)	If I Can Dream	3870191	11/2/10
19 Entertainment Limited (UK)	So You Think You Can Dance	3743805	2/2/10
19 Entertainment Limited (UK)	So You Think You Can Dance	3387351	2/26/08
19 Entertainment Limited (UK)	So You Think You Can Dance	3458648	7/1/08
19 Entertainment Limited (UK)	So You Think You Can Dance	3194223	1/2/07
19 Entertainment Limited (UK)	So You Think You Can Dance	3700424	10/20/09
19 Entertainment Limited (UK)	So You Think You Can Dance	3648958	6/30/09
19 Entertainment Limited (UK)	So You Think You Can Dance	3193211	1/2/07
19 Entertainment Limited (UK)	Carrie Underwood	3415693	4/22/08
19 Entertainment Limited (UK)	Kelly Clarkson	3275995	8/7/07
19 Entertainment Limited (UK)	If I Can Dream	3924469	3/1/11
19 Entertainment Limited (UK)	If I Can Dream	3924468	3/1/11
19 TV Limited (UK)	American Idol	3911371	1/25/11
19 TV Limited (UK)	American Idol	3357980	12/18/07
19 TV Limited (UK)	American Idol	3845238	9/7/10
19 TV Limited (UK)	American Idol	3845240	9/7/10
19 TV Limited (UK)	American Idol	3845239	9/7/10
19 TV Limited (UK)	American Idol	2751431	8/12/03
19 TV Limited (UK)	American Idol	2951733	5/17/05
19 TV Limited (UK)	American Idol	3101422	6/6/06
19 TV Limited (UK)	American Idol Logo	2715725	5/13/03
19 TV Limited (UK)	American Idol Logo	2955077	5/24/05
19 TV Limited (UK)	American Idol Logo	3142771	9/12/06
19 TV Limited (UK)	American Idol Logo	3146138	9/19/06
19 TV Limited (UK)	American Idol	3295322	9/18/07
19 TV Limited (UK)	Idol	3352837	12/11/07
19 TV Limited (UK)	Idol Gives Back	3821023	7/20/10
19 TV Limited (UK)	Idol Gives Back	3814292	7/6/10
19 TV Limited (UK)	Idol Gives Back logo	3870662	11/2/10
19 TV Limited (UK)	Idol Gives Back logo	3870661	11/2/10
19 TV Limited (UK)	MyIdol	3870660	11/2/10
19 TV Limited (UK)	Mom Idol	3879172	11/23/10
19 TV Limited (UK)	Mom Idol	3847886	9/14/10
19 TV Limited (UK)	American Idols	4150278	5/29/12
19 TV Limited (UK)	American Idols	4150276	5/29/12

Trademark Applications:

Entity	Mark	Serial No.	Filing Date
19 Entertainment Limited (UK)	19	85/209777	1/4/11
19 Entertainment Limited (UK)	19	85/209756	1/4/11
19 TV Limited (UK)	Idol Chatter	85/335822	6/1/11
19 TV Limited (UK)	Idol Giveaway	85/329943	5/25/11
19 TV Limited (UK)	Channel 19	85/724372	9/10/12
19 TV Limited (UK)	American Idol	85/839802	2/4/13