TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM415620

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		01/31/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	THE GOSSIP QUEENS, INC.		
Street Address:	1925 Century Park East, Suite 1025		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Corporation: CALIFORNIA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3975149	THE GOSSIP QUEENS

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 212-506-5150 Email: achen@orrick.com

ORRICK, HERRINGTON & SUTCLIFFE LLP **Correspondent Name:**

Address Line 1: 2050 MAIN STREET, SUITE 1100 Address Line 2: IP PROSECUTION DEPARTMENT Address Line 4: IRVINE, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	41901.8
NAME OF SUBMITTER:	Bradford S. Breen
SIGNATURE:	/Bradford Breen/
DATE SIGNED:	02/07/2017

Total Attachments: 6

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> **TRADEMARK** REEL: 005985 FRAME: 0462

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 31st day of January, 2017 (the "Release Date") by WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor in interest to Credit Suisse AG), as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, if any, the "Assignee"), for the benefit of AMERICA'S COURT, INC., a California corporation, BYRON ALLEN ENTERTAINMENT, LLC, a California limited liability company, CARS.TV, INC., a California corporation, CF ENTERTAINMENT INC., a California corporation, COMEDY.TV, INC., a California corporation, COMICS UNLEASHED PRODUCTIONS, INC., a California corporation, THE GOSSIP QUEENS, INC., a California corporation, ENTERTAINMENT CONTENT, INC., a California corporation, ENTERTAINMENTSTUDIOS, INC., a California corporation, ENTERTAINMENTSTUDIOS HOME ENTERTAINMENT, INC., a California corporation, ENTERTAINMENTSTUDIOS.COM, INC., a California corporation, ENTERTAINMENTSTUDIOS.NET, INC., a California corporation, ENTERTAINMENT STUDIOS DIGITAL MEDIA, LLC, a California limited liability company ENTERTAINMENT STUDIOS MEDIA INC., a California corporation, ENTERTAINMENT STUDIOS MOTION PICTURES, LLC., a California limited liability company, ENTERTAINMENT STUDIOS NETWORKS, INC., a California corporation, ES.TV, INC., a California corporation, THE FIRST FAMILY MEDIA, INC., a California corporation, FORECLOSURE NETWORK, INC., a California corporation, JUSTICE CENTRAL NETWORKS, INC., a California corporation, JUSTICE CENTRAL MEDIA, INC., a California corporation, MYDESTINATION.TV, INC., a California corporation, MR. BOX OFFICE MEDIA, INC., a California corporation, PETS.TV, INC., a California corporation, RECIPE.TV, INC., a California corporation, SMART MEDIA, INC., a California corporation and URBAN BROADCASTING CORPORATION, a California corporation, (collectively, the "Assignors").

WHEREAS, the Assignors have entered into that certain Guarantee and Collateral Agreement, dated as of June 26, 2014, with the Assignee (as amended, supplemented or otherwise modified prior to the date hereof, the "Guarantee and Collateral Agreement");

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the Assignors have entered into that certain Trademark Security Agreement dated as of June 26, 2014 that was recorded at Reel/Frame 005318/0761 (the "Trademark Security Agreement");

WHEREAS, in accordance with the Guarantee and Collateral Agreement and that certain Amendment and Restatement Agreement dated as of October 22, 2015, between the Assignors and the Assignee, among others, the Assignors have entered into that certain Amended and Restated Trademark Security Agreement, dated as of October 22, 2015 with Assignee (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "A&R Trademark Security Agreement"), pursuant to which the Assignors granted to Assignee, for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement), a continuing security interest in and to all of the Assignors' right, title and interest in, to and under its trademarks including all of the Assignors' right, title and interest in and to the trademark registrations listed on the attached Schedule A (the "Trademarks") together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the Assignee has recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") the A&R Trademark Security Agreement, at Reel/Frame 005651/0175 providing notice of the Assignee's security interest in the Trademarks and Collateral; and

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WHEREAS, the Assignors have paid all outstanding amounts currently owing under the Guarantee and Collateral Agreement and the other financing documents executed in connection therewith and has requested that Assignee release its security interest in the Trademarks and Collateral owned by the Assignors.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee agrees as follows:

- 1. <u>Release of Security Interest</u>. Effective as of the Release Date, the Assignee hereby irrevocably and forever terminates, releases and discharges any and all security interests and any other rights, title and interest it has in, to and under in the Trademark and Collateral granted by the Assignors under the Guarantee and Collateral Agreement, the Trademark Security Agreement and the A&R Trademark Security Agreement.
- 2. <u>Recordation of Release</u>. The Assignee understands and agrees that this Release may be recorded by or for the Assignors (or its assignee) with the USPTO.
- 3. <u>Further Actions</u>. At the written request of the Assignors following the termination of the Guarantee and Collateral Agreement, at the Assignors' sole cost and expense, the Assignee shall execute and deliver to the Assignors (or its assignees) such documents as the Assignors shall reasonably request to evidence the termination.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Guarantee and Collateral Agreement and/or the A&R Trademark Security Agreement, as applicable.

[Signature page follows]

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IN WITNESS WHEREOF, the Assignee has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

Name:

Name Title: Jennifer Anderson Assistant Vice President

SCHEDULE A

Trademarks

		App. No./	Filing Date/
Owner	Mark	Reg. No.	Reg. Date
Entertainment	JUSTICE FOR ALL	85/095315	7/28/2010
Content, Inc.	JOSTICE FOR ALL	4335218	5/14/2013
Entertainment	JUSTICECENTRAL.TV	85/437189	2/17/2015
Content, Inc.	JOSTICECENTRAL.TV	4827258	5/3/2016
Entertainment	JusticeCentral.TV	85/437189	10/1/2011
Content, Inc.	JusticeCentral, 1 v	4827258	10/6/2015
Entertainment	KICKIN' IT	78/616582	4/25/2005
Content, Inc.	KICKIN II	3087462	5/2/2006
Entertainment	LATIN LIFESTYLES	ģ	
Content, Inc.	LATIN LIFEST ILES	78/666539 3219479	7/8/2005 3/20/2007
	LECACYTY	•{ • • • • • • • • • • • • • • • • • •	
Entertainment	LEGACY.TV	86/674193	6/25/2015
Content, Inc.	ITV	05/260004	7/12/2011
Entertainment	LegacyTV	85/369894	7/13/2011
Content, Inc.	I ECADO TV	4366674	7/16/2013
Entertainment	LEGADO.TV	86/643165	5/27/2015
Content, Inc.	MD DOM OFFICE	05/620752	5/10/2013
Entertainment	MR. BOX OFFICE	85/629752	5/18/2012
Content, Inc.		4506084	4/1/2014
Entertainment	Podcast Planet	86/527741	2/7/2015
Content, Inc.		5124911	1/17/2017
Entertainment	PodcastPlanet.TV	86/527693	2/6/2015
Content, Inc.			
Entertainment	RECIPE TV	78/615327	4/23/2005
Content, Inc.		3219056 (Supplemental	3/13/2007
		Register)	
Entertainment	RECIPE.TV	77/824766	9/11/2009
Content, Inc.		3956486	5/10/2011
Entertainment	SNN.TV	86/080922	10/2/2013
Content, Inc.			
Entertainment	Supreme Justice	86/086481	10/8/2013
Content, Inc.		4661911	12/30/2014
Entertainment	Supreme Justice With	86/086478	10/8/2013
Content, Inc.	Judge Karen	4665686	1/6/2015
Entertainment	THE AMERICAN	78/615326	4/23/2005
Content, Inc.	ATHLETE	3164767	10/31/2006
Entertainment	THE FIRST FAMILY	85/095281	7/28/2010
Content, Inc.		4328652	4/30/2013
Entertainment	THE LEGACY	86/674254	6/25/2015
Content, Inc.	NETWORK		
Entertainment	The Verdict With Judge	86/759239	9/16/2015
Content, Inc.	Hatchett		
Entertainment	THE WRITER'S HOT	78/665939	7/7/2005
Content, Inc.	LIST	3240860	5/8/2007
Entertainment	THE YOUNG ICONS	77/890926	12/10/2009
Content, Inc.		4109313	3/6/2012
Entertainment	URBAN STYLE	78/666419	7/8/2005
Content, Inc.		3835113	8/17/2010
Entertainment	WE HAVE A DREAM	78/774713	12/15/2005
Content, Inc.		3250815	6/12/2007
Entertainment	WE THE PEOPLE	85/097000	7/30/2010
Content, Inc.		4179972	7/24/2012
Entertainment	Who Wants to Date a	85/198967	12/15/2010
	Comedian	4126431	4/10/2012

Owner	Mark	App. No./ Reg. No.	Filing Date/ Reg. Date
Entertainment Studios	PERS VENT	78/530336	12/10/2004
Networks, Inc.		3119348	7/25/2006
Entertainment Studios	Pets.tv	86/396852	9/16/2014
Networks, Inc.		5010524	8/2/2016
Entertainment Studios	PetsTV	78/530166	12/9/2004
Networks, Inc.		3046128	1/17/2006
Entertainment Studios	petstv.com	78/530114	12/9/2004
Networks, Inc.		3049973	1/24/2006
ES.TV, Inc.	ES.tv	77/788639 4112213	7/24/2009 3/13/2012
MyDestination.TV,	MyDestination.tv	77/788641	7/24/2009
Inc.		4158156	6/12/2012
Smart Media, Inc.	smart	74/523063	5/2/1994
	TV	2286864	10/19/1999
Smart Media, Inc.	Smart TV	85/043149 4099700	5/19/2010 2/14/2012
Smart Media, Inc.	SmartTV.com	85/406477 4522354	8/24/2011 4/29/2014
Smart Media, Inc.	The Smart Way to Watch TV	85/406461 4522353	8/24/2011 4/29/2014
The Gossip Queens,	THE GOSSIP QUEENS	77/782172	7/15/2009
Inc.		3975149	6/7/2011

RECORDED: 02/09/2017