

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415619

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:	SMART MEDIA, INC.		
Street Address:	9903 Santa Monica Blvd, Suite 418		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2286864	SMART TV	
Registration Number:	4099700	SMART TV	
Registration Number:	4522354	SMARTTV.COM	
Registration Number:	4522353	THE SMART WAY TO WATCH TV	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	212-506-5150		
Email:	achen@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
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		

CH \$115.00 2286864

Total Attachments: 6

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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 "USPTO") 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

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. Release of Security Interest. 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. Recordation of Release. The Assignee understands and agrees that this Release may be recorded by or for the Assignors (or its assignee) with the USPTO.

3. Further Actions. 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. Capitalized Terms. 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]

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**

By J. Anderson
Name: Jennifer Anderson
Title: Assistant Vice President

SCHEDULE A

Trademarks

Owner	Mark	App. No./ Reg. No.	Filing Date/ Reg. Date
CARS.TV, INC.	Cars.TV	86/537729 4949154	2/17/2015 5/3/2016
CARS.TV, INC.	Cars.TV	77/825790 4155858 (Supplemental Register)	9/24/2009 6/5/2012
COMEDY.TV, INC.	COMEDY.TV	86/246358 4891186	4/8/2014 1/26/2016
COMEDY.TV, INC.	COMEDY.TV	77/788640 4486464 (Supplemental Register)	7/24/2009 2/18/2014
Entertainment Content, Inc.	America's Court	77/840224 4056832	10/2/2009 11/15/2011
Entertainment Content, Inc.	America's Court With Judge Ross	77/855349 4056853	10/22/2009 11/15/2011
Entertainment Content, Inc.	AutomotiveVision.TV	78/665944 3106726	7/7/2005 6/20/2006
Entertainment Content, Inc.	Beautiful Homes	85/261488 4637456	3/8/2011 11/11/2014
Entertainment Content, Inc.	BEAUTIFUL HOMES & GREAT ESTATES	78/615329 3144698	4/23/2005 9/19/2006
Entertainment Content, Inc.	CAREER DAY	85/695376 4283135	8/3/2012 1/29/2013
Entertainment Content, Inc.	COMICS UNLEASHED	78/966449 3510179	9/1/2006 9/30/2008
Entertainment Content, Inc.	COMICS UNLEASHED	78/965613 3268247	8/31/2006 7/24/2007
Entertainment Content, Inc.	DESIGNERS FASHIONS & RUNWAYS	78/666358 3109268	7/8/2005 6/27/2006
Entertainment Content, Inc.	ENTERTAINERS	78/616575 3435945	4/25/2005 5/27/2008
Entertainment Content, Inc.	EntertainmentStudios	86/272385 4746446	5/5/2014 6/2/2015
Entertainment Content, Inc.	ENTERTAINMENTST UDIOS.COM	75940662 2821915	3/9/2000 3/16/2004
Entertainment Content, Inc.	EVERY WOMAN	78/616586 3085122	4/25/2005 4/25/2006
Entertainment Content, Inc.	FORECAST.TV	86/444868	11/4/2014
Entertainment Content, Inc.	FUNNY YOU SHOULD ASK	77/469888 4171936	5/9/2008 7/10/2012
Entertainment Content, Inc.	GBL.TV	86/242057	4/3/2014
Entertainment Content, Inc.	GLOBAL BUSINESS PEOPLE	78/616588 3176208	4/25/2005 11/28/2006
Entertainment Content, Inc.	HOLLYWOOD JUSTICE	86/674298	6/25/2015
Entertainment Content, Inc.	Justice Central	85/437186 4696228	10/1/2011 3/3/2015

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

Owner	Mark	App. No./ Reg. No.	Filing Date/ Reg. Date
Entertainment Studios Networks, Inc.		78/530336 3119348	12/10/2004 7/25/2006
Entertainment Studios Networks, Inc.	Pets.tv	86/396852 5010524	9/16/2014 8/2/2016
Entertainment Studios Networks, Inc.	PetsTV	78/530166 3046128	12/9/2004 1/17/2006
Entertainment Studios Networks, Inc.	petstv.com	78/530114 3049973	12/9/2004 1/24/2006
ES.TV, Inc.	ES.tv	77/788639 4112213	7/24/2009 3/13/2012
MyDestination.TV, Inc.	MyDestination.tv	77/788641 4158156	7/24/2009 6/12/2012
Smart Media, Inc.		74/523063 2286864	5/2/1994 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, Inc.	THE GOSSIP QUEENS	77/782172 3975149	7/15/2009 6/7/2011