

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMART MEDIA, INC.		01/27/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CION AGENT, LLC		
Street Address:	3 PARK AVENUE, 36TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4522354	SMARTTV.COM	
Registration Number:	2286864	SMART TV	
Registration Number:	4099700	SMART TV	
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:	02/13/2017		
Total Attachments: 15			

CH \$115.00 4522354

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 27, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of CION AGENT, LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of January 27, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Grantors and the other grantors party thereto and Collateral Agent pursuant to which the Grantors granted a security interest to Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with Collateral Agent as follows:

SECTION 1. DEFINED TERMS.

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement and the Credit Agreement (as defined in the Guarantee and Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST.

SECTION 2.1. Scope of Grant. Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guarantee and Collateral Agreement), hereby pledges to Collateral Agent, for the benefit of the Secured Parties, and hereby grants to Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by a Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof, which, for the avoidance of doubt, shall not be exercisable by the Collateral Agent or any of the Secured Parties unless an Event of Default has occurred and is continuing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in, and are subject to, the Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control. This Agreement is made for collateral purposes only. So long as no Event of Default shall have occurred and be continuing, the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Guarantee and Collateral Agreement and the other Loan Documents.

SECTION 4. RECORDATION.

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION.

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any indemnification obligations as to which no claim has been made). Upon the termination of this Agreement, Collateral Agent shall execute all documents, make all filings, take all other

actions reasonably requested by the Grantors, at the Grantors' expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW.

This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

SECTION 7. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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


CF ENTERTAINMENT INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

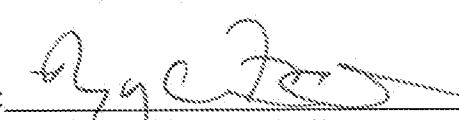
AMERICA'S COURT, INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

BYRON ALLEN ENTERTAINMENT, LLC, as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

CARS.TV, INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

COMEDY.TV, INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

**COMICS UNLEASHED PRODUCTIONS,
INC., as a Grantor**

By: 
Name: Byron A. Folks
Title: Chairman & CEO

THE GOSSIP QUEENS, INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

**ENTERTAINMENT CONTENT, INC., as a
Grantor**

By: 
Name: Byron A. Folks
Title: Chairman & CEO


**ENTERTAINMENTSTUDIOS, INC., as a
Grantor**

By: 
Name: Byron A. Folks
Title: Chairman & CEO

**ENTERTAINMENTSTUDIOS HOME
ENTERTAINMENT, INC., as a Grantor**

By: 
Name: Byron A. Folks
Title: Chairman & CEO

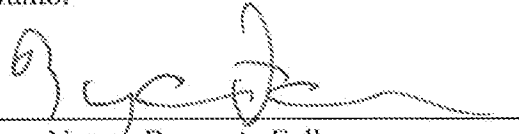
ENTERTAINMENTSTUDIOS.COM, INC., as a
Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

ENTERTAINMENTSTUDIOS.NET, INC., as a
Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

ENTERTAINMENT STUDIOS MEDIA INC., as
a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

**ENTERTAINMENT STUDIOS NETWORKS,
INC.**, as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

ES.TV, INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

THE FIRST FAMILY MEDIA, INC., as a
Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO


FORECLOSURE NETWORK, INC., as a
Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

JUSTICE CENTRAL NETWORKS, INC., as a
Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO


JUSTICE CENTRAL MEDIA, INC., as a
Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO


MYDESTINATION.TV, INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

MR. BOX OFFICE MEDIA, INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

PETS.TV, INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO


RECIPE.TV, INC., as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

SMART MEDIA, INC., as a Grantor

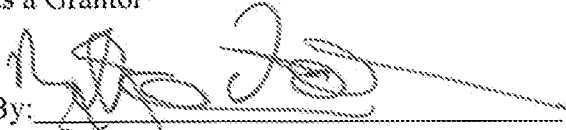
By: 
Name: Byron A. Folks
Title: Chairman & CEO

URBAN BROADCASTING CORPORATION,
as a Grantor

By: 
Name: Byron A. Folks
Title: Chairman & CEO

**ENTERTAINMENT STUDIOS MOTION
PICTURES, LLC.,**

as a Grantor

By: 

Name: Byron A. Folks

Title: Chairman & CEO

**ENTERTAINMENT STUDIOS DIGITAL
MEDIA, LLC, as a Grantor**

By: 

Name: Byron A. Folks

Title: Chairman & CEO

CION AGENT, LLC, as Collateral Agent
By: CION Investment Corporation,
its sole managing member

By: _____

Name:

Harry Giovanni

Title:

Managing Director
Chief Credit Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	Serial Number/ Registration Number	Status	Country
Cars.tv, Inc.	Cars.TV	77825790/ 4155858	Registered	USA
Cars.tv, Inc.	Cars.TV	86537729 4949154	Registered	USA
Comedy.tv, Inc.	Comedy.tv	86246358 4891186	Registered	USA
Comedy.tv, Inc.	Comedy.tv	77788640/ 4486464	Registered	USA
Entertainment Content, Inc.	America's Court	77840224/ 4056832	Registered	USA
Entertainment Content, Inc.	America's Court with Judge Ross	77855349/ 4056853	Registered	USA
Entertainment Content, Inc.	Automotive.TV	87185688	Pending	USA
Entertainment Content, Inc.	Beautiful Homes	85261488/ 4637456	Registered	USA
Entertainment Content, Inc.	BEAUTIFUL HOMES & GREAT ESTATES	78615329/ 3144698	Registered	USA
Entertainment Content, Inc.	BEVERLY HILLS COUGARS	86901428	Pending	USA
Entertainment Content, Inc.	CAREER DAY	85695376/ 4283135	Registered	USA
Entertainment Content, Inc.	COMICS UNLEASHED	1136921/ 1136921	Registered	Australia
Entertainment Content, Inc.	COMICS UNLEASHED	5307046/ 5307046	Registered	European Community
Entertainment Content, Inc.	COMICS UNLEASHED	755702/ 755702	Registered	New Zealand
Entertainment Content, Inc.	COMICS UNLEASHED	78965613/ 3268247	Registered	USA
Entertainment Content, Inc.	COMICS UNLEASHED	78966449/ 3510179	Registered	USA
Entertainment Content, Inc.	DESIGNERS	78666358/ 4283135	Registered	USA

Schedule A-1

OHSUSA:766322037

TRADEMARK
REEL: 005991 FRAME: 0162

Grantor	Trademark	Serial Number/ Registration Number	Status	Country
	FASHIONS & RUNWAYS	3109268		
Entertainment Content, Inc.	ENTERTAINERS	78616575/ 3435945	Registered	USA
Entertainment Content, Inc.	EntertainmentStudios	86272385/ 4746446	Registered	USA
Entertainment Content, Inc.	ENTERTAINMENTS TUDIOS.COM	75940662/ 2821915	Registered	USA
Entertainment Content, Inc.	EVERY WOMAN	78616586/ 3085122	Registered	USA
Entertainment Content, Inc.	FORECAST.TV	86444868	Pending	USA
Entertainment Content, Inc.	FUNNY YOU SHOULD ASK	77469888/ 4171936	Registered	USA
Entertainment Content, Inc.	GBL.TV	86242057	Pending	USA
Entertainment Content, Inc.	GLOBAL BASKETBALL LEAGUE	87151852	Pending	USA
Entertainment Content, Inc.	GLOBAL BUSINESS PEOPLE	78616588/ 3176208	Registered	USA
Entertainment Content, Inc.	HOLLYWOOD JUSTICE	86674298	Pending	USA
Entertainment Content, Inc.	JusticeCentral.TV	85437186/ 4696228	Registered	USA
Entertainment Content, Inc.	JusticeCentral.TV	85437189 4827258	Registered	USA
Entertainment Content, Inc.	JUSTICE FOR ALL	85095315/ 4335218	Registered	USA
Entertainment Content, Inc.	KICKIN' IT	78616582/ 3087462	Registered	USA
Entertainment Content, Inc.	LATIN LIFESTYLES	78666539/ 3219479	Registered	USA
Entertainment Content, Inc.	LEGACYTV	85369894/ 4366674	Registered	USA
Entertainment Content, Inc.	LEGACY.TV	86674193	Pending	USA
Entertainment Content, Inc.	LEGADO.TV	86643165	Pending	USA
Entertainment Content, Inc.	MR. BOX OFFICE	85629752/ 4506084	Registered	USA
Entertainment Content, Inc.	NEW YORK COUGARS	86901423	Pending	USA

Schedule A-2

OHSUSA:766322037

TRADEMARK
REEL: 005991 FRAME: 0163

Grantor	Trademark	Serial Number/ Registration Number	Status	Country
Entertainment Content, Inc.	Podcast Planet	86527741 5124911	Registered	USA
Entertainment Content, Inc.	PodcastPlanet.TV	86527693	Pending	USA
Entertainment Content, Inc.	RECIPE TV	78615327/ 3219056	Registered	USA
Entertainment Content, Inc.	RECIPE.TV	77824766/ 3956486	Registered	USA
Entertainment Content, Inc.	SNN.TV	86080922	Pending	USA
Entertainment Content, Inc.	Supreme Justice	86086481/ 4661911	Registered	USA
Entertainment Content, Inc.	Supreme Justice with Judge Karen	86086478/ 4665686	Registered	USA
Entertainment Content, Inc.	THE AMERICAN ATHLETE	78615326/ 3164767	Registered	USA
Entertainment Content, Inc.	THE FIRST FAMILY	85095281/ 4328652	Registered	USA
Entertainment Content, Inc.	THE LEGACY NETWORK	86674254	Pending	USA
Entertainment Content, Inc.	The Verdict With Judge Hatchett	86759239	Pending	USA
Entertainment Content, Inc.	THE WRITER'S HOT LIST	78665939/ 3240860	Registered	USA
Entertainment Content, Inc.	THE YOUNG ICONS	77890926/ 4109313	Registered	USA
Entertainment Content, Inc.	TRENDING FUNNY	86901435	Pending	USA
Entertainment Content, Inc.	URBAN STYLE	78666419/ 3835113	Registered	USA
Entertainment Content, Inc.	WE HAVE A DREAM	78774713/ 3250815	Registered	USA
Entertainment Content, Inc.	WE THE PEOPLE	85097000/ 4179972	Registered	USA
Entertainment Content, Inc.	WHO WANTS TO DATE A COMEDIAN	85198967/ 4126431	Registered	USA
Entertainment Studios Digital Media, LLC		77875615 3852633	Registered	USA
Entertainment Studios Networks, Inc.	Pets.tv	86396852 5010524	Registered	USA

Schedule A-3

OHSUSA:766322037

TRADEMARK
REEL: 005991 FRAME: 0164

Grantor	Trademark	Serial Number/ Registration Number	Status	Country
Entertainment Studios Networks, Inc.	PetsTV	78530166/ 3046128	Registered	USA
Entertainment Studios Networks, Inc.	petstv.com	78530114/ 3049973	Registered	USA
Entertainment Studios Motion Pictures, LLC		86836063 5007267	Registered	USA
Entertainment Studios Motion Pictures, LLC	Freestyle Digital Media	86827250 5020944	Registered	USA
Entertainment Studios Motion Pictures, LLC	Freestyle Releasing	86827676 5020947	Registered	USA
Entertainment Studios Motion Pictures, LLC	Turtles Crossing	86826627	Pending	USA
ES.TV, Inc.	ES.tv	77788639/ 4112213	Registered	USA
MyDestination.TV, Inc.	MyDestination.tv	77788641/ 4158156	Registered	USA
Smart Media, Inc.	SmartTV.com	85406477/ 4522354	Registered	USA
Smart Media, Inc.		74523063/ 2286864	Registered	USA
Smart Media, Inc.	Smart TV	85043149/ 4099700	Registered	USA
Smart Media, Inc.	The Smart Way To Watch TV	85406461/ 4522353	Registered	USA
The Gossip Queens, Inc.	THE GOSSIP QUEENS	77782172/ 3975149	Registered	USA

Trade Names

Grantor	Other Name Used
CF Entertainment Inc.	Entertainment Studios
Entertainment Studios Motion Pictures, LLC	Freestyle Releasing Freestyle Digital Media Turtles Crossing

Schedule A-5

OHSUSA:766322037

RECORDED: 02/13/2017

**TRADEMARK
REEL: 005991 FRAME: 0166**