900443890 03/22/2018

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM466828

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### CONVEYING PARTY DATA

CONVEYING PARTY DATA				
Name	Formerly	Execution Date	Entity Type	
ALLEN MEDIA, LLC		03/22/2018	Limited Liability Company: DELAWARE	
ALLEN MEDIA HOLDINGS, LLC		03/22/2018	Limited Liability Company: DELAWARE	
AMERICA'S COURT, INC.		03/22/2018	Corporation: CALIFORNIA	
BYRON ALLEN ENTERTAINMENT, LLC		03/22/2018	Limited Liability Company: CALIFORNIA	
CARS.TV, INC.		03/22/2018	Corporation: CALIFORNIA	
COMEDY.TV, INC.		03/22/2018	Corporation: CALIFORNIA	
CF ENTERTAINMENT INC.		03/22/2018	Corporation: CALIFORNIA	
COMICS UNLEASHED PRODUCTIONS, INC.		03/22/2018	Corporation: CALIFORNIA	
ENTERTAINMENT CONTENT, INC.		03/22/2018	Corporation: CALIFORNIA	
ENTERTAINMENT STUDIOS MEDIA HOLDINGS, INC.		03/22/2018	Corporation: DELAWARE	
ENTERTAINMENT STUDIOS DIGITAL MEDIA, LLC		03/22/2018	Limited Liability Company: CALIFORNIA	
ENTERTAINMENT STUDIOS MEDIA INC.		03/22/2018	Corporation: CALIFORNIA	
ENTERTAINMENT STUDIOS MOTION PICTURES, LLC		03/22/2018	Limited Liability Company: CALIFORNIA	
ENTERTAINMENT STUDIOS NETWORKS, INC.		03/22/2018	Corporation: CALIFORNIA	
ENTERTAINMENTSTUDIOS HOME ENTERTAINMENT, INC.		03/22/2018	Corporation: CALIFORNIA	
ENTERTAINMENTSTUDIOS, INC.		03/22/2018	Corporation: CALIFORNIA	
ENTERTAINMENTSTUDIOS.COM, INC.		03/22/2018	Corporation: CALIFORNIA	
ENTERTAINMENTSTUDIOS.NET, INC.		03/22/2018	Corporation: CALIFORNIA	
ES.TV, INC.		03/22/2018	Corporation: CALIFORNIA	
FORECLOSURE NETWORK, INC.		03/22/2018	Corporation: CALIFORNIA	
JUSTICE CENTRAL		03/22/2018	Corporation: CALIFORNIA TRADEMARK	
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Name	Formerly	Execution Date	Entity Type
NETWORKS, INC.	-		
JUSTICE CENTRAL MEDIA, INC.		03/22/2018	Corporation: CALIFORNIA
MYDESTINATION.TV, INC.		03/22/2018	Corporation: CALIFORNIA
MR. BOX OFFICE MEDIA, INC.		03/22/2018	Corporation: CALIFORNIA
NATIONAL ASSOCIATION OF AFRICAN AMERICAN OWNED MEDIA, LLC		03/22/2018	Limited Liability Company: CALIFORNIA
PETS.TV, INC.		03/22/2018	Corporation: CALIFORNIA
RECIPE.TV, INC.		03/22/2018	Corporation: CALIFORNIA
SMART MEDIA, INC.		03/22/2018	Corporation: CALIFORNIA
SPORTS.TV LLC		03/22/2018	Limited Liability Company: CALIFORNIA
THE FIRST FAMILY MEDIA, INC.		03/22/2018	Corporation: CALIFORNIA
THE GOSSIP QUEENS, INC.		03/22/2018	Corporation: CALIFORNIA
URBAN BROADCASTING CORPORATION		03/22/2018	Corporation: CALIFORNIA
TV HOLDINGS 1, LLC		03/22/2018	Limited Liability Company: DELAWARE
TV HOLDINGS 2, LLC		03/22/2018	Limited Liability Company: DELAWARE
WEATHER GROUP, LLC		03/22/2018	Limited Liability Company: DELAWARE
WEATHER GROUP TELEVISION, LLC, formerly known as THE WEATHER CHANNEL, INC. and THE WEATHER CHANNEL, LLC		03/22/2018	Limited Liability Company: GEORGIA
TWCC VIDEO PRODUCTIONS, INC.		03/22/2018	Corporation: NEW YORK

## **RECEIVING PARTY DATA**

Name:	OAKTREE FUND ADMINISTRATION, LLC	
Street Address:	1301 Avenue of the Americas, 34th Floor	
City:	New York	
State/Country: NEW YORK		
Postal Code: 10019		
Entity Type: Limited Liability Company: DELAWARE		

**PROPERTY NUMBERS Total: 92** 

Property Type	Number	Word Mark
Registration Number:	4155858	CARS.TV
Registration Number:	4949154	CARS.TV
Registration Number:	4486464	COMEDY.TV
Registration Number:	4891186	COMEDY.TV
Registration Number:	4056832	AMERICA'S COURT
Registration Number:	4056853	AMERICA'S COURT WITH JUDGE ROSS
Registration Number:	4637456	BEAUTIFUL HOMES
Registration Number:	3144698	BEAUTIFUL HOMES & GREAT ESTATES
Registration Number:	4283135	CAREER DAY
Registration Number:	3268247	COMICS UNLEASHED
Registration Number:	3510179	COMICS UNLEASHED
Registration Number:	3109268	DESIGNERS FASHIONS & RUNWAYS
Registration Number:	3435945	ENTERTAINERS
Registration Number:	4746446	ENTERTAINMENTSTUDIOS
Registration Number:	2821915	ENTERTAINMENTSTUDIOS.COM
Registration Number:	3085122	EVERY WOMAN
Registration Number:	4171936	FUNNY YOU SHOULD ASK
Registration Number:	3176208	GLOBAL BUSINESS PEOPLE
Registration Number:	4696228	JUSTICE CENTRAL
Registration Number:	4335218	JUSTICE FOR ALL
Registration Number:	4827258	JUSTICECENTRAL.TV
Registration Number:	3087462	KICKIN' IT
Registration Number:	3219479	LATIN LIFESTYLES
Registration Number:	4366674	LEGACYTV
Registration Number:	4506084	MR. BOX OFFICE
Registration Number:	5124911	PODCAST PLANET
Registration Number:	3219056	RECIPE TV
Registration Number:	3956486	RECIPE.TV
Registration Number:	4661911	SUPREME JUSTICE
Registration Number:	4665686	SUPREME JUSTICE WITH JUDGE KAREN
Registration Number:	3164767	THE AMERICAN ATHLETE
Registration Number:	4328652	THE FIRST FAMILY
Registration Number:	5266581	THE VERDICT WITH JUDGE HATCHETT
Registration Number:	3240860	THE WRITER'S HOT LIST
Registration Number:	4109313	THE YOUNG ICONS
Registration Number:	3250815	WE HAVE A DREAM
Registration Number:	4179972	WE THE PEOPLE
Registration Number:	4126431	WHO WANTS TO DATE A COMEDIAN

Property Type	Number	Word Mark
Registration Number:	3852633	THEGRIO
Registration Number:	5007267	F
Registration Number:	5020944	FREESTYLE DIGITAL MEDIA
Registration Number:	5020947	FREESTYLE RELEASING
Registration Number:	5153784	TURTLES CROSSING
Registration Number:	5010524	PETS.TV
Registration Number:	3046128	PETSTV
Registration Number:	3049973	PETSTV.COM
Registration Number:	4112213	ES.TV
Registration Number:	4158156	MYDESTINATION.TV
Registration Number:	4099700	SMART TV
Registration Number:	2286864	SMART TV
Registration Number:	4522354	SMARTTV.COM
Registration Number:	4522353	THE SMART WAY TO WATCH TV
Registration Number:	3975149	THE GOSSIP QUEENS
Registration Number:	4317964	BRAVING THE ELEMENTS
Registration Number:	4589091	EPIC CHRISTMAS
Registration Number:	3241060	FULL FORCE NATURE
Registration Number:	4145880	GUARANTEED WHITE CHRISTMAS
Registration Number:	4488381	12
Registration Number:	2359822	INBOX WEATHER
Registration Number:	2812715	INTELLISTAR
Registration Number:	4806898	IT'S AMAZING OUT THERE
Registration Number:	2477255	KEEPING YOU AHEAD OF THE STORM
Registration Number:	2183850	LOCAL ON THE 8S
Registration Number:	2850700	STORM STORIES
Registration Number:	2574473	STORM WEEK
Registration Number:	4585116	STORM:CON
Registration Number:	4438519	TOR:CON
Registration Number:	2198151	TRAVELWISE
Registration Number:	2243745	TRAVELWISE
Registration Number:	4007860	WAKE UP WITH AL
Registration Number:	3902258	WEATHER PROOF
Registration Number:	1265614	WEATHER STAR
Registration Number:	2146252	WEATHER STAR XL
Registration Number:	2387263	WEATHERSCAN
Registration Number:	3785081	WHEN WEATHER CHANGED HISTORY
Serial Number:	87185688	AUTOMOTIVE.TV

Property Type	Number	Word Mark
Serial Number:	86901428	BEVERLY HILLS COUGARS
Serial Number:	87620958	ENTERTAINMENT STUDIOS
Serial Number:	86444868	FORECAST.TV
Serial Number:	87151852	GLOBAL BASKETBALL LEAGUE
Serial Number:	86674298	HOLLYWOOD JUSTICE
Serial Number:	86674193	LEGACY.TV
Serial Number:	86643165	LEGADO.TV
Serial Number:	86901423	NEW YORK COUGARS
Serial Number:	86527693	PODCASTPLANET.TV
Serial Number:	87744046	SNN.TV
Serial Number:	87745311	SPORTS.TV
Serial Number:	86674254	THE LEGACY NETWORK
Serial Number:	86901435	TRENDING FUNNY
Serial Number:	87639796	LOCAL NOW
Serial Number:	87639800	LOCAL NOW
Serial Number:	87791334	STORM RIDERS

#### **CORRESPONDENCE DATA**

**Fax Number:** 2122919868

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a few number, if provided if that is unsuccessful, it will be sent via US Mail.

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 212-558-4229

**Email:** demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco Address Line 1: 125 Broad Street

Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER:	RAFFAELE A. DEMARCO
SIGNATURE:	/RAFFAELE A. DEMARCO/
DATE SIGNED:	03/22/2018

#### **Total Attachments: 15**

source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page1.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page2.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page3.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page4.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page5.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page7.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page8.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page9.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page9.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page10.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page10.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page10.tif source=SC1-#4619980-v1-Project\_Storm\_-\_Trademark\_Security\_Agreement\_(EXECUTED)#page11.tif

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#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 22, 2018 (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 Oaktree Fund Administration, LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of March 22, 2018 (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 the Collateral Agent pursuant to which the Grantors granted a security interest to the 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 the 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 in cash of the Obligations, hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in, to or under any and all of the following assets and properties, wherever located, now owned or at any time hereafter created, developed, or 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, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, 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") (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, including the registrations and registrations applications listed in Schedule A hereto, and all extensions

or renewals thereof, all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution, or other violations of any of the foregoing or any injury to the related goodwill 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 other rights of any kind accruing thereunder or pertaining thereto throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, Supporting Obligations products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.2. <u>Certain Limited Exclusions</u>. 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 interests granted pursuant to this Agreement are granted in conjunction with the security interest granted to the 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 the 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 in full in cash of the Obligations

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(other than any indemnification obligations with respect to which no claim has been asserted). Upon the termination of this Agreement, the 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 SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF 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]

3

SC1:4592643.4

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.

ALLEN MEDIA, LLC, as a Grantor Name: Byron A. Folks Title: CEO ALLEN MEDIA HOLDINGS, LLC, as a Grantor By: Name: Byron A. Folks Title: CEO AMERICA'S COURT, INC., as a Grantor By: Name: Byron A. Folks Title: CEO BYRON ALLEN ENTERTAINMENT, LLC, as a Grantor Name: Byron A. Folks Title: CEO CARS.TV, INC., as a Grantor By: Name: Byron A. Folks Title: CEO CF ENTERTAINMENT INC., as a Grantor By: Name: Byron A. Folks Title: CEO COMEDY.TV, INC., as a Grantor

Title: CEO

By:

# COMICS UNLEASHED PRODUCTIONS, INC., as a Grantor By: Name: Byron A. Folks Title: CEO ENTERTAINMENT CONTENT, INC., as a Grantor By: Name: Byron A. Folks Title: CEO ENTERTAINMENT STUDIOS DIGITAL MEDIA, LLC as a Graptor By: Name: Byton A. Folks Title: CEO ENTERTAINMENT STUDIOS MEDIA HOLDINGS, INC., as a Exantor By: Namé: Byron A. Folks Title: CEO ENTERTAINMENT STUDIOS MEDIA INC., as a Grantor

By: Name of Falls

Name: Byron A. Folks Title: CEO

ENTERTAINMENT STUDIOS MOTION PICTURES, LLC., as a Grantor

By: 79-Q

Name: Byron A. Folks

Title: CEO

ENTEKTAINMENT STUDIOS NETWORKS,
INC <sub>st</sub> as a Grantor
By: VECTOR
Name: Byron A. Folks
Title: CEO
ENTERTAINMENTSTUDIOS HOME
ENTERTAINMENT, INC., as a Grantor
By: VYK D
Name; Byron X. Folks
Title: CEO
THE CEO
ENTERTAINMENTSTUDIOS, INC., as a
Grantor
By: VIA VIII
Name: Byron A. Folks
Title: CEO
THIC: WEAP
ENTERTAINMENTSTUDIOS.COM, INC., as a
Grantor
Grantor
ac a
By: 042
By: Name: Hyron A. Folks
By: 042
By: Name: Byron A. Folks Title: CEO
By: Name: Byron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a
By: Name: Byron A. Folks Title: CEO
By: Name: Byron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a
By: Name: Byron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor
By: Name: Hyron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor By:
By: Name: Byron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor By: Name: Byron A. Folks
By: Name: Hyron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor By:
By: Name: Byron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor By: Name: Byron A. Folks Title: CEO
By: Name: Byron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor By: Name: Byron A. Folks Title: CEO
By: Name: Byron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor By: Name: Byron A. Folks
By: Name: Byron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor By: Name: Byron A. Folks Title: CEO
By: Name: Byron A. Folks Title: CEO  ENTERTAINMENTSTUDIOS.NET, INC., as a Grantor By: Name: Byron A. Folks Title: CEO  ES.TV, INC., as a Grantor

FORECLOSURE NETWORK, INC., as a
By: Name: Byron A. Folks
Title: CEO  JUSTICE CENTRAL MEDIA, INC., as a  Grantor  By:  Name: Byron A. Folks
Title: CEO  JUSTICE CENTRAL NETWORKS, INC., as a  Grantor  By:  Name: Byron A. Folks  Title: CEO
MR. BOX OFFICE MEDIA, INC., as a Grantor  By: Name: Byron A. Folks  Title: CEO
MYDESTINATION.TV, INC., as a Grantor  By:  Name: Byron A. Folks  Title: CEO
NATIONAL ASSOCIATION OF AFRICAN AMERICAN OWNED MEDIA, LLC, as a Grantor By: Name: Byron A. Folks Title: Chief Operating Officer
PETS.TV, INC., as a Grantor  By: Name: Hyron A. Folks  Title: CEO

[Signature Page to Trademark Security Agreement]

REC	CIPE.TV, INC., as a Grantor	
Ву:	SHOW THE	
	Name: Hyron A. Folks	
SM	ART MEDIA, INC., as a Grantor	
By:	the document	
	Name: Byron A. Folks Title: CEO	
SPC	ORTS.TV LLC, as a Grantor	
Ву:		***************************************
	Name: Byron A. Folks Title: CEO	
	E FIRST FAMILY MEDIA, INC., as a	
Grai	ntor	
Ву:	Mrc As	
	Name: Ryron A. Folks Title: CEO	
ТНІ	E COSSIP QUEENS, INC., as a Grantor	
By:	McDo	
	Name Byron A. Folks Title: CEO	
	ASSESS VALUE	
TV	HOLDINGS 1, LLC, as a Grantor	
Ву:	940	
	Name: Styron A. Folks Title: CEO	
TV)	HOLDINGS 2, LLC, as a Grantor	
Ву:	YACARA TARA	
	Name Byron A. Folks Title: CEO	

[Signature Page to Trademark Security Agreement]

TWCC VIDEO PRODUCTIONS, INC., as a

Grantor

By:

Name: Byron A. Folks

Title: CEO

URBAN BROADCASTING CORPORATION,

as a Grantor

By:

Name: Byron A. Folks

Title: CEO

WEATHER GROUP, LLC, as a Grantor

By:

Name: Byron A. Folks

Title: Chairman

WEATHER GROUP TELEVISION, LLC, formerly known as THE WEATHER CHANNEL, INC. and THE WEATHER

CHANNEL, LLC, as a Grantor

By:

Name: Hyron A. Folks

Title: Chairman

ADMINISTRATION, LLC, as Collateral Agent

Oakree Cupiful Management, L.P. Managing Member Ву:

Its:

Ву

Name: Title:

Milwood Hobbs, Jr.

Managing Director

Name: Title:

Christine Pope ১৮: Vice President

[Signature Page to Trademark Security Agreement]

# 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	77788640	4486464	Registered	USA
Comedy.TV, Inc.	Comedy.tv	86246358	4891186	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	78965613	3268247	Registered	USA
Entertainment Content, Inc.	COMICS UNLEASHED	78966449	3510179	Registered	USA
Entertainment Content, Inc.	COMICS UNLEASHED	5307046	5307046	Registered	European Union
Entertainment Content, Inc.	COMICS UNLEASHED	755702	755702	Registered	New Zealand
Entertainment Content, Inc.	COMICS UNLEASHED	1136921	1136921	Registered	Australia
Entertainment Content, Inc.	DESIGNERS FASHIONS & RUNWAYS	78666358	3109268	Registered	USA
Entertainment Content, Inc.	ENTERTAINERS	78616575	3435945	Registered	USA
Entertainment Content, Inc.	SINTERTAINMENT STRUIGS	87620958		Pending	USA
Entertainment Content, Inc.	EntertainmentStudios	86272385	4746446	Registered	USA
Entertainment Content, Inc.	ENTERTAINMENTSTUDIOS.COM	75940662	2821915	Registered	USA

Schedule A-1

Entertainment	ntertainment EVERY WOMAN		3085122	Registered	USA	
Content, Inc.						
Entertainment	FORECAST.TV	86444868		Allowed	USA	
Content, Inc.						
Entertainment	FUNNY YOU SHOULD ASK	77469888	4171936	Registered	USA	
Content, Inc.						
Entertainment	GLOBAL BASKETBALL LEAGUE	87151852		Pending	USA	
Content, Inc.						
Entertainment	GLOBAL BUSINESS PEOPLE	78616588	3176208	Registered	USA	
Content, Inc.						
Entertainment	HOLLYWOOD JUSTICE	86674298		Allowed	USA	
Content, Inc.						
Entertainment	Justice Central	85437186	4696228	Registered	USA	
Content, Inc.						
Entertainment	JUSTICE FOR ALL	85095315	4335218	Registered	USA	
Content, Inc.						
Entertainment	JusticeCentral.TV	85437189	4827258	Registered	USA	
Content, Inc.						
Entertainment	KICKIN' IT	78616582	3087462	Registered	USA	
Content, Inc.		, 3313532	5007.102	11181818181		
Entertainment	LATIN LIFESTYLES	78666539	3219479	Registered	USA	
Content, Inc.				8		
Entertainment	LEGACY.TV	86674193		Allowed	USA	
Content, Inc.	2201101111			1111000		
Entertainment	LegacyTV	85369894	4366674	Registered	USA	
Content, Inc.	Legacy	0000000	1500071	Registered		
Entertainment	LEGADO.TV	86643165		Allowed	USA	
Content, Inc.	22312311	000.0100		The wea	00.1	
Entertainment	MR. BOX OFFICE	85629752	4506084	Registered	USA	
Content, Inc.		00023702		Trogistorou		
Entertainment	NEW YORK COUGARS	86901423		Pending	USA	
Content, Inc.						
Entertainment	Podcast Planet	86527741	5124911	Registered	USA	
Content, Inc.	1 000000110000	0002///11	012.911	Trogistorous		
Entertainment	PodcastPlanet.TV	86527693		Allowed	USA	
Content, Inc.	T odeast Idioti I	00327038		THO WELL	0011	
Entertainment	RECIPE TV	78615327	3219056	Registered	USA	
Content, Inc.	Mach 2 1	, 001002,	2213000	Trogistorou	0011	
Entertainment	RECIPE.TV	77824766	3956486	Registered	USA	
Content, Inc.				8		
Entertainment	SNN.TV	87744046		Pending	USA	
Content, Inc.						
Entertainment	SPORTS.TV	87745311		Pending	USA	
Content, Inc.						
Entertainment	Supreme Justice	86086481	4661911	Registered	USA	
Content, Inc.						
Entertainment	Supreme Justice with Judge Karen	86086478	4665686	Registered	USA	
Content, Inc.	Transfer and the state of the s					
Entertainment	THE AMERICAN ATHLETE	78615326	3164767	Registered	USA	
Content, Inc.		, 5515520		Trogramme		
Entertainment	THE FIRST FAMILY	85095281	4328652	Registered	USA	
Content, Inc.		33073201	1520052	Registered	5571	
Entertainment	THE LEGACY NETWORK	86674254		Allowed	USA	
Content, Inc.	THE ELECTION WORK	3007-234		/ Inowed	00/1	
Contont, Inc.		I	l		l	

Entertainment			5266581	Registered	USA	
Content, Inc.						
Entertainment	THE WRITER'S HOT LIST	78665939	3240860	Registered	USA	
Content, Inc.						
Entertainment	THE YOUNG ICONS	77890926	4109313	Registered	USA	
Content, Inc.						
Entertainment	TRENDING FUNNY	86901435		Allowed	USA	
Content, Inc.						
Entertainment	WE HAVE A DREAM	78774713	3250815	Registered	USA	
Content, Inc.						
Entertainment	WE THE PEOPLE	85097000	4179972	Registered	USA	
Content, Inc.						
Entertainment	Who Wants to Date a Comedian	85198967	4126431	Registered	USA	
Content, Inc.						
Entertainment	200 C No.	77875615	3852633	Registered	USA	
Studios Digital		7,70,3013	3032033	registered		
Media, LLC						
Entertainment	•	86836063	5007267	Registered	USA	
Studios Motion	<b>           </b>	00030003	3007207	Registered	0011	
Pictures, LLC						
Entertainment	Freestyle Digital Media	86827250	5020944	Registered	USA	
Studios Motion	Treestyle Digital Media	80827230	3020344	Registered	USA	
Pictures, LLC						
Entertainment	Freestyle Releasing	86827676	5020947	Danistanad	USA	
	Freestyle Releasing	80827070	3020947	Registered	USA	
Studios Motion						
Pictures, LLC		06026627	5152504		770 4	
Entertainment	Turtles Crossing	86826627	5153784	Registered	USA	
Studios Motion						
Pictures, LLC						
Entertainment	Pets.tv	86396852	5010524	Registered	USA	
Studios Networks,						
Inc.						
Entertainment	PetsTV	78530166	3046128	Registered	USA	
Studios Networks,						
Inc.						
Entertainment	petstv.com	78530114	3049973	Registered	USA	
Studios Networks,						
Inc.						
ES.TV, Inc.	ES.tv	77788639	4112213	Registered	USA	
,						
MyDestination.TV,	MyDestination.tv	77788641	4158156	Registered	USA	
Inc.						
Smart Media, Inc.	Smart TV	85043149	4099700	Registered	USA	
Smart Media, Inc.	smart	74523063	2286864	Registered	USA	
	TV					
Smart Media, Inc.	SmartTV.com	85406477	4522354	Registered	USA	
Smart Media, Inc.	Smarti v.com	03400477	+344334	Registered	USA	
Smart Media, Inc.	The Smart Way To Watch TV	85406461	4522353	Registered	USA	
oman wedia, inc.	The Smart way 10 watch 1 v	0.5400401	+344333	Registered	USA	
The Gossip Queens,	THE GOSSIP QUEENS	77782172	3975149	Registered	USA	
• -	TILL GOSSII QULLING	77702172	3713177	Registered	00/1	
Inc.						

<u>Jurisdiction</u>	<u>Mark</u>	Status	App. No.	Reg. No.	<u>Owner</u>
			App. Date	Reg. Date	
United States	BRAVING THE ELEMENTS	Registered	85416853	4317964	Weather Group Television, LLC
			Sep 7, 2011	Apr 9, 2013	
United States	EPIC CHRISTMAS	Registered	85416863	4589091	Weather Group Television, LLC
			Sep 7, 2011	Aug 19, 2014	LLC
United States	FULL FORCE NATURE	Registered	76651591	3241060	Weather Group Television, LLC
			Dec 5, 2005	May 15, 2007	
United States	GUARANTEED	Registered	85416858	4145880	Weather Group Television,
	WHITE CHRISTMAS		Sep 7, 2011	May 22, 2012	LLC
United States	I2 & Design	Registered	86016068	4488381	Weather Group Television,
			Jul 22, 2013	Feb 25, 2014	LLC
	f				
United States	INBOX WEATHER	Registered	75673349	2359822	Weather Group Television,
			Apr 2, 1999	Jun 20, 2000	LLC
United States	INTELLISTAR	Registered	76500162	2812715	Weather Group Television,
			Mar 14, 2003	Feb 10, 2004	LLC
United States	IT'S AMAZING OUT	Registered	86389788	4806898	Weather Group Television,
Omicu States	THERE	Registered	80389788	4800898	LLC
			Sep 9, 2014	Sep 8, 2015	
United States	KEEPING YOU AHEAD OF THE	Registered	75784914	2477255	Weather Group Television, LLC
	STORM		Aug 26, 1999	Aug 14, 2001	ELC
United States	LOCAL NOW (word)	Pending	87/639,796		Weather Group Television,
	, ,				LLC
		- H	Oct 10, 2017		
United States	LOCAL NOW (design mark)	Pending	87/639,800		Weather Group Television, LLC
			Oct 10, 2017		
United States	LOCAL ON THE 8s	Registered	75313742	2183850	Weather Group Television, LLC
			Jun 24, 1997	Aug 25, 1998	
United States	STORM RIDERS	Pending	87791334		Weather Group Television, LLC
			Feb. 9, 2018		

<u>Jurisdiction</u>	<u>Mark</u>	Status	App. No. App. Date	Reg. No. Reg. Date	Owner
United States	STORM STORIES	Registered	78152511	2850700	Weather Group Television, LLC
			Aug 8, 2002	Jun 8, 2004	LLC
United States	STORM WEEK	Registered	76126204	2574473	Weather Group Television, LLC
			Sep 12, 2000	May 28, 2002	LLC
United States	STORM:CON	Registered	85744830	4585116	Weather Group Television, LLC
			Oct 3, 2012	Aug 12, 2014	
United States	TOR:CON	Registered	85727051	4438519	Weather Group Television, LLC
			Sep 12, 2012	Nov 26, 2013	
United States	TRAVELWISE	Registered	75351520	2198151	Weather Group Television, LLC
			Sep 4, 1997	Oct 20, 1998	
United States	TRAVELWISE	Registered	75351943	2243745	Weather Group Television, LLC
			Sep 4, 1997	May 4, 1999	
United States	WAKE UP WITH AL	Registered	76699079	4007860	Weather Group Television, LLC
			Aug 19, 2009	Aug 9, 2011	
United States	WEATHER PROOF	Registered	76701064	3902258	Weather Group Television, LLC
			Jan 4, 2010	Jan 4, 2011	
United States	WEATHER STAR	Registered	73369822	1265614	Weather Group Television, LLC
			Jun 15, 1982	Jan 31, 1984	
United States	WEATHER STAR XL	Registered	75252018	2146252	Weather Group Television, LLC
			Mar 5, 1997	Mar 24, 1998	
United States	WEATHERSCAN	Registered	75662758	2387263	Weather Group Television, LLC
			Mar 18, 1999	Sep 19, 2000	
United States	WHEN WEATHER CHANGED	Registered	76684939	3785081	Weather Group Television, LLC
	HISTORY		Dec 14, 2007	May 4, 2010	

Schedule A-5

RECORDED: 03/22/2018