

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488181

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|------------------------------------|
| CARS.TV, INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| CF ENTERTAINMENT INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| COMEDY.TV, INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| ENTERTAINMENT CONTENT, INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| ENTERTAINMENT STUDIOS MEDIA, INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| ENTERTAINMENT STUDIOS MOTION PICTURES, LLC | | 08/30/2018 | Corporation: CALIFORNIA |
| ENTERTAINMENT STUDIOS NETWORKS, INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| ES.TV, INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| MYDESTINATION.TV, INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| SMART MEDIA, INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| THE GOSSIP QUEENS, INC. | | 08/30/2018 | Corporation: CALIFORNIA |
| WEATHER GROUP TELEVISION, LLC | | 08/30/2018 | Limited Liability Company: GEORGIA |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | JEFFERIES FINANCE LLC |
| Street Address: | 520 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 103

| Property Type | Number | Word Mark |
|-----------------------------|----------|---------------|
| Registration Number: | 4155858 | CARS.TV |
| Registration Number: | 4949154 | CARS.TV |
| Serial Number: | 88046567 | CARS.TV |
| Serial Number: | 87880791 | WEATHER NOW |
| Serial Number: | 87882289 | WEATHERNOW.TV |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------|
| 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 |
| Serial Number: | 87185688 | AUTOMOTIVE.TV |
| Registration Number: | 4637456 | BEAUTIFUL HOMES |
| Registration Number: | 3144698 | BEAUTIFUL HOMES & GREAT ESTATES |
| Serial Number: | 86901428 | BEVERLY HILLS COUGARS |
| 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: | 5479749 | ENTERTAINMENT STUDIOS |
| Registration Number: | 4746446 | ENTERTAINMENTSTUDIOS |
| Registration Number: | 2821915 | ENTERTAINMENTSTUDIOS.COM |
| Registration Number: | 3085122 | EVERY WOMAN |
| Serial Number: | 87864659 | FORECAST.TV |
| Registration Number: | 4171936 | FUNNY YOU SHOULD ASK |
| Serial Number: | 87151852 | GLOBAL BASKETBALL LEAGUE |
| Registration Number: | 3176208 | GLOBAL BUSINESS PEOPLE |
| Serial Number: | 86674298 | HOLLYWOOD JUSTICE |
| Registration Number: | 4696228 | JUSTICE CENTRAL |
| Serial Number: | 88046537 | JUSTICE CENTRAL.TV |
| Registration Number: | 4335218 | JUSTICE FOR ALL |
| Registration Number: | 4827258 | JUSTICECENTRAL.TV |
| Registration Number: | 3087462 | KICKIN' IT |
| Registration Number: | 3219479 | LATIN LIFESTYLES |
| Serial Number: | 86674193 | LEGACY.TV |
| Registration Number: | 4366674 | LEGACYTV |
| Serial Number: | 86643165 | LEGADO.TV |
| Registration Number: | 4506084 | MR. BOX OFFICE |
| Serial Number: | 86901423 | NEW YORK COUGARS |
| Registration Number: | 5124911 | PODCAST PLANET |
| Serial Number: | 86527693 | PODCASTPLANET.TV |
| Registration Number: | 3219056 | RECIPE TV |
| Registration Number: | 3956486 | RECIPE.TV |
| Serial Number: | 88046674 | RECIPE.TV |

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------------|
| Serial Number: | 87744046 | SNN.TV |
| Serial Number: | 87745311 | SPORTS.TV |
| Serial Number: | 88046598 | SPORTS.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 |
| Serial Number: | 86674254 | THE LEGACY NETWORK |
| Registration Number: | 5266581 | THE VERDICT WITH JUDGE HATCHETT |
| Registration Number: | 3240860 | THE WRITER'S HOT LIST |
| Registration Number: | 4109313 | THE YOUNG ICONS |
| Serial Number: | 86901435 | TRENDING FUNNY |
| Serial Number: | 87863668 | URBAN STYLE |
| Registration Number: | 3250815 | WE HAVE A DREAM |
| Registration Number: | 4179972 | WE THE PEOPLE |
| Registration Number: | 4126431 | WHO WANTS TO DATE A COMEDIAN |
| 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 |
| Serial Number: | 88048367 | ES.TV HOLLYWOOD |
| Registration Number: | 4158156 | MYDESTINATION.TV |
| Serial Number: | 88046716 | 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 | I2 |

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| 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 |
| Serial Number: | 87639796 | LOCAL NOW |
| Serial Number: | 87639800 | LOCAL NOW |
| Registration Number: | 2183850 | LOCAL ON THE 8S |
| Serial Number: | 88063454 | PATTERN |
| Serial Number: | 88054677 | STORM OF SUSPICION |
| Serial Number: | 87791334 | STORM RIDERS |
| 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 |

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 6463667120

Email: iprecordations@whitecase.com

Correspondent Name: Daniel Gold

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1111779-2727-N997 |
| NAME OF SUBMITTER: | Daniel Gold |
| SIGNATURE: | /Daniel Gold/ |
| DATE SIGNED: | 08/30/2018 |

Total Attachments: 10

source=Allen Media - Trademark Security Agreement [Executed]#page1.tif

source=Allen Media - Trademark Security Agreement [Executed]#page2.tif

source=Allen Media - Trademark Security Agreement [Executed]#page3.tif
source=Allen Media - Trademark Security Agreement [Executed]#page4.tif
source=Allen Media - Trademark Security Agreement [Executed]#page5.tif
source=Allen Media - Trademark Security Agreement [Executed]#page6.tif
source=Allen Media - Trademark Security Agreement [Executed]#page7.tif
source=Allen Media - Trademark Security Agreement [Executed]#page8.tif
source=Allen Media - Trademark Security Agreement [Executed]#page9.tif
source=Allen Media - Trademark Security Agreement [Executed]#page10.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2018 (this “**Agreement**”), is made by the signatories hereto indicated as a “Grantor” (each a “**Grantor**” and together, the “**Grantors**”) in favor of JEFFERIES FINANCE LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Agent**”).

WHEREAS, each Grantor entered into a Pledge and Security Agreement dated as of August 30, 2018 (as amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all Trademarks of the Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”) as collateral security for the Secured Obligations: all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

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 (a) any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the

filing and acceptance 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, 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 such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER, AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF, WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

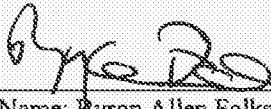
SECTION 6. Counterparts

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.

[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.

CARS.TV, INC., as a Grantor
CF ENTERTAINMENT INC., as a Grantor
COMEDY.TV, INC., as a Grantor
ENTERTAINMENT CONTENT, INC., as a Grantor
ENTERTAINMENT STUDIOS MEDIA, INC., as a Grantor
ENTERTAINMENT STUDIOS MOTION PICTURES, LLC, as a Grantor
ENTERTAINMENT STUDIOS NETWORKS, INC., as a Grantor
ES.TV, INC., as a Grantor
MYDESTINATION.TV, INC., as a Grantor
SMART MEDIA, INC., as a Grantor
THE GOSSIP QUEENS, INC., as a Grantor

By: 
Name: Byron Allen Folks
Title: President, Chief Executive Officer and Chief Financial Officer

WEATHER GROUP TELEVISION, LLC, as a Grantor

By: 
Name: Byron Allen Folks
Title: Chairman

[Allen Media - Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006425 FRAME: 0595


Accepted and Agreed:

JEFFERIES FINANCE LLC, as Agent

By: 
Name: John Koehler
Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

CARS.TV, INC.

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|---|-------------------|-------------------------|
| Cars.TV, Inc. | Cars.TV | 77825790 | 4155858 |
| Cars.TV, Inc. | Cars.TV | 86537729 | 4949154 |
| Cars.TV, Inc. |  | 88046567 | |

CF ENTERTAINMENT, INC.



| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|---------------|-------------------|-------------------------|
| CF Entertainment, Inc. | WEATHER NOW | 87880791 | |
| CF Entertainment, Inc. | WEATHERNOW.TV | 87882289 | |


COMEDY.TV, INC.

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|-------------|-------------------|-------------------------|
| Comedy.TV, Inc. | Comedy.tv | 77788640 | 4486464 |
| Comedy.TV, Inc. | Comedy.tv | 86246358 | 4891186 |


ENTERTAINMENT CONTENT, INC.

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|---------------------------------|-------------------|-------------------------|
| Entertainment Content, Inc. | America's Court | 77840224 | 4056832 |
| Entertainment Content, Inc. | America's Court With Judge Ross | 77855349 | 4056853 |
| Entertainment Content, Inc. | AUTOMOTIVE.TV | 87185688 | |
| Entertainment Content, Inc. | Beautiful Homes | 85261488 | 4637456 |
| Entertainment Content, Inc. | BEAUTIFUL HOMES & GREAT ESTATES | 78615329 | 3144698 |
| Entertainment Content, Inc. | BEVERLY HILLS COUGARS | 86901428 | |
| Entertainment Content, Inc. | CAREER DAY | 85695376 | 4283135 |
| Entertainment Content, Inc. | COMICS UNLEASHED | 78965613 | 3268247 |


| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|---|-------------------|-------------------------|
| Entertainment Content, Inc. | COMICS UNLEASHED | 78966449 | 3510179 |
| Entertainment Content, Inc. | DESIGNERS FASHIONS & RUNWAYS | 78666358 | 3109268 |
| Entertainment Content, Inc. | ENTERTAINERS | 78616575 | 3435945 |
| Entertainment Content, Inc. |  | 87620958 | 5479749 |
| Entertainment Content, Inc. | EntertainmentStudios | 86272385 | 4746446 |
| Entertainment Content, Inc. | ENTERTAINMENTST UDIOS.COM | 75940662 | 2821915 |
| Entertainment Content, Inc. | EVERY WOMAN | 78616586 | 3085122 |
| Entertainment Content, Inc. | FORECAST.TV | 87864659 | |
| Entertainment Content, Inc. | FUNNY YOU SHOULD ASK | 77469888 | 4171936 |
| Entertainment Content, Inc. | GLOBAL BASKETBALL LEAGUE | 87151852 | |
| Entertainment Content, Inc. | GLOBAL BUSINESS PEOPLE | 78616588 | 3176208 |
| Entertainment Content, Inc. | HOLLYWOOD JUSTICE | 86674298 | |
| Entertainment Content, Inc. | Justice Central | 85437186 | 4696228 |
| Entertainment Content, Inc. |  | 88046537 | |
| Entertainment Content, Inc. | JUSTICE FOR ALL | 85095315 | 4335218 |
| Entertainment Content, Inc. | JusticeCentral.TV | 85437189 | 4827258 |
| Entertainment Content, Inc. | KICKIN' IT | 78616582 | 3087462 |
| Entertainment Content, Inc. | LATIN LIFESTYLES | 78666539 | 3219479 |
| Entertainment Content, Inc. | LEGACY.TV | 86674193 | |
| Entertainment Content, Inc. | LegacyTV | 85369894 | 4366674 |
| Entertainment Content, Inc. | LEGADO.TV | 86643165 | |
| Entertainment Content, Inc. | MR. BOX OFFICE | 85629752 | 4506084 |
| Entertainment Content, Inc. | NEW YORK COUGARS | 86901423 | |
| Entertainment Content, Inc. | Podcast Planet | 86527741 | 5124911 |
| Entertainment Content, Inc. | PodcastPlanet.TV | 86527693 | |
| Entertainment Content, Inc. | RECIPE TV | 78615327 | 3219056 |
| Entertainment Content, Inc. | RECIPE.TV | 77824766 | 3956486 |
| Entertainment Content, Inc. |  | 88046674 | |
| Entertainment Content, Inc. | SNN.TV | 87744046 | |

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|---|-------------------|-------------------------|
| Entertainment Content, Inc. | SPORTS.TV | 87745311 | |
| Entertainment Content, Inc. |  | 88046598 | |
| Entertainment Content, Inc. | Supreme Justice | 86086481 | 4661911 |
| Entertainment Content, Inc. | Supreme Justice with Judge Karen | 86086478 | 4665686 |
| Entertainment Content, Inc. | THE AMERICAN ATHLETE | 78615326 | 3164767 |
| Entertainment Content, Inc. | THE FIRST FAMILY | 85095281 | 4328652 |
| Entertainment Content, Inc. | THE LEGACY NETWORK | 86674254 | |
| Entertainment Content, Inc. | The Verdict With Judge Hatchett | 86759239 | 5266581 |
| Entertainment Content, Inc. | THE WRITER'S HOT LIST | 78665939 | 3240860 |
| Entertainment Content, Inc. | THE YOUNG ICONS | 77890926 | 4109313 |
| Entertainment Content, Inc. | TRENDING FUNNY | 86901435 | |
| Entertainment Content, Inc. | URBAN STYLE | 87863668 | |
| Entertainment Content, Inc. | WE HAVE A DREAM | 78774713 | 3250815 |
| Entertainment Content, Inc. | WE THE PEOPLE | 85097000 | 4179972 |
| Entertainment Content, Inc. | Who Wants to Date a Comedian | 85198967 | 4126431 |

ENTERTAINMENT STUDIOS DIGITAL MEDIA, LLC

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|--|---|-------------------|-------------------------|
| Entertainment Studios Digital Media, LLC |  | 77875615 | 3852633 |


ENTERTAINMENT STUDIOS MOTION PICTURES, LLC

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|--|---|-------------------|-------------------------|
| Entertainment Studios Motion Pictures, LLC |  | 86836063 | 5007267 |
| Entertainment Studios Motion Pictures, LLC | Freestyle Digital Media | 86827250 | 5020944 |
| Entertainment Studios Motion Pictures, LLC | Freestyle Releasing | 86827676 | 5020947 |
| Entertainment Studios Motion Pictures, LLC | Turtles Crossing | 86826627 | 5153784 |

ENTERTAINMENT STUDIOS NETWORKS, INC.

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|--------------------------------------|-------------|-------------------|-------------------------|
| Entertainment Studios Networks, Inc. | Pets.tv | 86396852 | 5010524 |
| Entertainment Studios Networks, Inc. | PetsTV | 78530166 | 3046128 |
| Entertainment Studios Networks, Inc. | petstv.com | 78530114 | 3049973 |


ES.TV, INC.

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|---|-------------------|-------------------------|
| ES.TV, Inc. | ES.tv | 77788639 | 4112213 |
| ES.TV, Inc. |  | 88048367 | |

MYDESTINATION.TV, INC.

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|--|-------------------|-------------------------|
| MyDestination.TV, Inc. | MyDestination.tv | 77788641 | 4158156 |
| MyDestination.TV, Inc. |  | 88046716 | |

SMART MEDIA, INC.

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|---|-------------------|-------------------------|
| Smart Media, Inc. | Smart TV | 85043149 | 4099700 |
| Smart Media, Inc. |  | 74523063 | 2286864 |
| Smart Media, Inc. | SmartTV.com | 85406477 | 4522354 |
| Smart Media, Inc. | The Smart Way To Watch TV | 85406461 | 4522353 |

THE GOSSIP QUEENS, INC.

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|-------------------|-------------------|-------------------------|
| The Gossip Queens, Inc. | THE GOSSIP QUEENS | 77782172 | 3975149 |

WEATHER GROUP TELEVISION, LLC

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|----------------------|-------------------|-------------------------|
| Weather Group Television, LLC | BRAVING THE ELEMENTS | 85416853 | 4317964 |

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|--|-------------------|-------------------------|
| Weather Group Television, LLC | EPIC CHRISTMAS | 85416863 | 4589091 |
| Weather Group Television, LLC | FULL FORCE NATURE | 76651591 | 3241060 |
| Weather Group Television, LLC | GUARANTEED WHITE CHRISTMAS | 85416858 | 4145880 |
| Weather Group Television, LLC | I2 & Design  | 86016068 | 4488381 |
| Weather Group Television, LLC | INBOX WEATHER | 75673349 | 2359822 |
| Weather Group Television, LLC | INTELLISTAR | 76500162 | 2812715 |
| Weather Group Television, LLC | IT'S AMAZING OUT THERE | 86389788 | 4806898 |
| Weather Group Television, LLC | KEEPING YOU AHEAD OF THE STORM | 75784914 | 2477255 |
| Weather Group Television, LLC | LOCAL NOW | 87/639796 | |
| Weather Group Television, LLC |  | 87/639800 | |
| Weather Group Television, LLC | LOCAL ON THE 8s | 75313742 | 2183850 |
| Weather Group Television, LLC | PATTERN | 88063454 | |
| Weather Group Television, LLC | STORM OF SUSPICION | 88054677 | |
| Weather Group Television, LLC | STORM RIDERS | 87791334 | |
| Weather Group Television, LLC | STORM STORIES | 78152511 | 2850700 |
| Weather Group Television, LLC | STORM WEEK | 76126204 | 2574473 |
| Weather Group Television, LLC | STORM:CON | 85744830 | 4585116 |
| Weather Group Television, LLC | TOR:CON | 85727051 | 4438519 |
| Weather Group Television, LLC | TRAVELWISE | 75351520 | 2198151 |
| Weather Group Television, LLC | TRAVELWISE | 75351943 | 2243745 |
| Weather Group Television, LLC | WAKE UP WITH AL | 76699079 | 4007860 |
| Weather Group Television, LLC | WEATHER PROOF | 76701064 | 3902258 |
| Weather Group Television, LLC | WEATHER STAR | 73369822 | 1265614 |
| Weather Group Television, LLC | WEATHER STAR XL | 75252018 | 2146252 |
| Weather Group Television, LLC | WEATHERSCAN | 75662758 | 2387263 |

| <u>Registered Holder/Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|----------------------------------|---------------------------------|-------------------|-------------------------|
| Weather Group Television, LLC | WHEN WEATHER CHANGED HISTORY | 76684939 | 3785081 |