

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533560

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Transfer of Trademark Security Interest (recorded at Reel 5718 / Frame 0874)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		07/25/2019	Bank: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent
<b>Street Address:</b>	1300 Thames Street, 4th Floor
<b>Internal Address:</b>	Thames Street Wharf
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3248009	DOC
Registration Number:	3562405	ION
Registration Number:	3562403	ION
Registration Number:	3442627	ION MEDIA NETWORKS
Registration Number:	3442624	ION MEDIA NETWORKS
Registration Number:	3562404	ION TELEVISION
Registration Number:	3568528	ION TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3850636	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3632982	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3768442	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3768441	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3857892	ION TELEVISION HD
Registration Number:	3787746	TELEVISION IN MOTION
Registration Number:	3255844	QUBO
Registration Number:	3260791	QUBO
Registration Number:	3981058	NIGHT OWL QUBO CHANNEL
Registration Number:	4199260	AIRBOX
Registration Number:	4199204	AIRBOX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3857891	ION TELEVISION HD
Registration Number:	3861761	ION TELEVISION HD
Registration Number:	3866328	ION LIFE
Registration Number:	3866329	ION LIFE
Registration Number:	4355102	ION LIFE
Registration Number:	4282223	AIRBOX
Registration Number:	4282221	AIRBOX
Registration Number:	4282222	AIRBOX
Serial Number:	85847503	OMVION
Serial Number:	85804476	IONSHOP
Serial Number:	85834624	ION LOUNGE

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	07/25/2019

**Total Attachments: 7**

- source=14. ION - Notice of Change in Agency in Intellectual Property#page1.tif
- source=14. ION - Notice of Change in Agency in Intellectual Property#page2.tif
- source=14. ION - Notice of Change in Agency in Intellectual Property#page3.tif
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- source=14. ION - Notice of Change in Agency in Intellectual Property#page5.tif
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**NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Notice”), dated as of July 25, 2019 (the “Effective Date”), is executed by JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent under the Original Credit Agreement (as defined below) (the “Prior Agent”), and Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent under the Current Agreement (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 18, 2013, by and among ION Media Networks, Inc., a Delaware corporation (the “Borrower”), the Guarantors party thereto, Prior Agent and certain other parties thereto (as amended by Amendment No. 1, dated as of December 1, 2014, Amendment No. 2, dated as of December 2, 2016, Amendment No. 3, dated as of June 2, 2017, and Amendment No. 4, dated as of December 12, 2017, and as further amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the “Original Credit Agreement”), the Prior Agent and (i) the Borrower and the Guarantors party thereto (collectively, the “Grantors”), entered into that certain Security Agreement, dated as of December 18, 2013 (the “Original Security Agreement”) and (ii) the Borrower and the Grantors listed therein entered into that certain Intellectual Property Security Agreement, dated as of December 18, 2013 (the “Intellectual Property Security Agreement”), pursuant to which the Grantors granted a security interest in and to certain intellectual property collateral (the “IP Collateral”);

WHEREAS, the Intellectual Property Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office (“USPTO”) on December 20, 2013 at Reel/Frame 5718/0874, with respect to the intellectual property identified on Schedule A attached hereto;

WHEREAS, the Original Credit Agreement was amended, as of July 25, 2019 (as amended, the “Current Agreement”), and in connection with the transactions under the Current Agreement, the Prior Agent, the Successor Agent, Borrower and certain other parties have entered into that certain Resignation, Consent and Appointment Agreement, dated as of July 25, 2019 (the “Resignation Agreement”), whereby the Prior Agent resigned as Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Collateral Agent;

WHEREAS, pursuant to the Resignation Agreement, the Prior Agent assigned to the Successor Agent, and the Successor Agent accepted, all of the Prior Agent’s rights and obligations under the Intellectual Property Security Agreement, including the security interests held by the Prior Agent in all of the Grantors’ right, title and interest in, to and under the IP Collateral, including the intellectual property identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Collateral Agent under such capacity.
3. Assignment of Security Interest. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent hereby assigns to the Successor Agent the Prior Agent’s entire

security interest in all of Grantors' right, title and interest in, to and under the IP Collateral, including the intellectual property identified on Schedule A attached hereto.

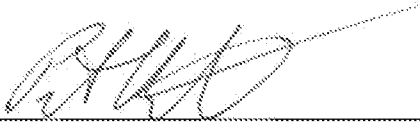
4. Purpose. This Notice has been executed and delivered for the purpose of recording the assignment of security interest with the United States Patent and Trademark Office. The security interest assigned hereby has been granted in connection with the Current Agreement and other Loan Documents, and assigned pursuant to the Resignation Agreement, and is expressly subject to the terms and conditions thereof. The parties hereto do hereby further acknowledge and affirm that the rights and remedies with respect to the security interest in the IP Collateral are more fully set forth in the Current Agreement, other Loan Documents, and the Resignation Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the IP Collateral originally granted to the Prior Agent under the Intellectual Property Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent. The Current Agreement, other Loan Documents, and Resignation Agreement shall remain in full force and effect in accordance with their terms.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

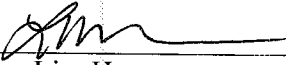
IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective  
Date:

JPMORGAN CHASE BANK, N.A., as Prior  
Agent

By:   
Name: Peter Christensen  
Title: Executive Director

*[Signature page to Notice of Change in Agency]*

**MORGAN STANLEY SENIOR FUNDING,  
INC., as Successor Agent**

By: 

Name: Lisa Hanson

Title: Vice President

*[Signature page to Notice of Change in Agency]*

**TRADEMARK  
REEL: 006703 FRAME: 0171**

Schedule A

**IP Security Agreement, Trademarks  
Recorded December 20, 2013 at Reel/Frame 5718/0874**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
ION Media Entertainment, Inc.	3,248,009	DOC
ION Media Networks, Inc.	3,562,405	ION (stylized and/or w/design)
ION Media Networks, Inc.	3,562,403	ION (stylized and/or w/design)
ION Media Networks, Inc.	3,442,627	ion MEDIA NETWORKS (STYLIZED)
ION Media Networks, Inc.	3,442,624	ion MEDIA NETWORKS (STYLIZED)
ION Media Networks, Inc.	3,562,404	ION TELEVISION (stylized and/or w/design)
ION Media Networks, Inc.	3,568,528	ION TELEVISION POSITIVELY ENTERTAINING
ION Media Networks, Inc.	3,850,636	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design)
ION Media Networks, Inc.	3,632,982	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design)
ION Media Networks, Inc.	3,768,442	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design)
ION Media Networks, Inc.	3,768,441	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design) (color)
ION Media Networks, Inc.	3,857,892	ION + HD TELEVISION (stylized and/or with design)
ION Media Networks, Inc.	3,787,746	TELEVISION IN MOTION (Standard Characters)
Qubo Venture LLC	3,255,844	QUBO (standard characters)
Qubo Venture LLC	3,260,791	QUBO (stylized and/or design)
Qubo Venture LLC	3,981,058	NIGHT OWL (Standard Characters)
Airbox Television, Inc.	4,199,260	AIRBOX (stylized and/or with design)
Airbox Television, Inc.	4,199,204	AIRBOX (Standard Characters)
ION Media Networks, Inc.	3,857,891	ION + HD TELEVISION (stylized and/or with design)

OWNER	REGISTRATION NUMBER	TRADEMARK
ION Media Networks, Inc.	3,861,761	ION + HD TELEVISION (stylized and/or with design)
ION Media Networks, Inc.	3,866,328	ION LIFE (stylized and/or with design)
ION Media Networks, Inc.	3,866,329	ION LIFE (stylized and/or with design)
ION Media Networks, Inc.	4,355,102	ION LIFE (stylized and/or with design)
Airbox Television, Inc.	4,282,223	AIRBOX (Design + words, letters)
Airbox Television, Inc.	4,282,221	AIRBOX (Design + words, letters)
Airbox Television, Inc.	4,282,222	AIRBOX (Design + words, letters)

**Trademark Applications:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Open Mobile Ventures Corporation	85/847,503	OMVION (Standard Characters)
ION Media Networks, Inc.	85/804,476	IONSHOP (Standard Characters)
ION Media Networks, Inc.	85/834,624	ION LOUNGE (Stylized and/or with design)