

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TV One, LLC		01/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Notes Collateral Agent		
Street Address:	166 Mercer Street		
Internal Address:	Suite 2-R		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5671682	ATL HOMICIDE	
Registration Number:	5932927	CLEOTV	
Registration Number:	4748928	HOLLYWOOD DIVAS	
Registration Number:	3678687	MAKEOVER MANOR	
Registration Number:	5147971	REPRESENT.	
Registration Number:	5152524	REPRESENT.	
Registration Number:	5692318	TV ONE	
Registration Number:	2929759	TV ONE	
Registration Number:	2998957	TV ONE	
Registration Number:	3971664	TV ONE	
Registration Number:	3888092	TV ONE	
Registration Number:	2929758	TV ONE	
Registration Number:	3402858	TV ONE	
Registration Number:	5172545	TV ONE	
Registration Number:	5172544	TV ONE	
Registration Number:	2289118	TV ONE	
Registration Number:	3998120	UNSUNG	
Registration Number:	3796508	WAY BLACK WHEN	
TRADEMARK			

OP \$465.00 5671682

CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 2129061209**Email:** JESSICA.BAJADA-SILVA@LW.COM**Correspondent Name:** LATHAM & WATKINS LLP, C/O JESSICA BAJADA**Address Line 1:** 885 Third Avenue**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 042525-0256**NAME OF SUBMITTER:** Jessica Bajada-Silva**SIGNATURE:** /s/ Jessica Bajada-Silva**DATE SIGNED:** 01/25/2021**Total Attachments: 8**

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

January 25, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TV One, LLC, a Delaware limited liability company with principal offices at 1010 Wayne Avenue, 10th Floor, Silver Spring, Maryland 20910 (the "Grantor"), hereby grants to WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent, with an office at Suite 2-R, 166 Mercer Street, New York, NY 10012 (the "Grantee"), a continuing security interest in all of the following that constitute Collateral (as such term is defined in the Security Agreement referred to below) (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, service marks, trade names, trade dress, logos, designs, fictitious business names and other business identifiers, and the registrations and applications for registrations thereof set forth on Schedule A attached hereto (the "Marks"), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, including without limitation, all license fees, royalties, income, payments and all proceeds of suit, (iii) the goodwill connected with the use of the Marks and symbolized thereby, and (iv) all causes of action arising prior to or after the date hereof for infringement, dilution or other violations of any of the Marks or unfair competition regarding the same ((i) through (iv), collectively, the "Trademark Collateral"). Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any intent-to-use trademark application prior to the filing and acceptance of a "verified statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein or Lien thereon would impair the validity or enforceability, or result in the voiding, of such "intent to use" trademark application or any registration issuing therefrom.

THIS GRANT is made to secure the payment of all the Obligations (as such term is defined in the Security Agreement referred to below) of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of January 25, 2021 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Trademark Collateral shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.


THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER NOTE DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED WITHIN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE

EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER NOTE DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ANY SUCH PARTY AT ITS ADDRESS FOR NOTICES AS PROVIDED IN SECTION 10.1 OF THE SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER NOTE DOCUMENT THAT SUCH SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF (i) EACH PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR (ii) THE GRANTEE UNDER THIS AGREEMENT TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.


[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first set forth above.

TV ONE, LLC, Grantor

By 
Name: Peter D. Thompson
Title: Vice President

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent and
Grantee

By 
Name: Hallie E. Field
Title: Vice President

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
ATL HOMICIDE	United States of America	F: 07 Dec 2017 R: 05 Feb 2019	AN: 87/712511 RN: 5671682	TV One, LLC
CLEO TV	United States of America	F: 12 Apr 2018	AN: 87/873869 (ITU)	TV One, LLC
CLEOTV	United States of America	F: 12 Apr 2018 R: 10 Dec 2019	AN: 87/873860 RN: 5932927	TV One, LLC
CLEOTV (Stylized)	United States of America	F: 18 Sep 2018	AN: 88/121659 (ITU)	TV One, LLC
HOLLYWOOD DIVAS	United States of America	F: 07 Jan 2014 R: 02 Jun 2015	AN: 86/159489 RN: 4748928	TV One, LLC
MAKEOVER MANOR	United States of America	F: 12 Aug 2008 R: 08 Sep 2009	AN: 77/545343 RN: 3678687	TV One, LLC
REPRESENT.	United States of America	F: 11 Jan 2016 R: 21 Feb 2017	AN: 86/871648 RN: 5147971	TV One, LLC
REPRESENT.	United States of America	F: 11 Jan 2016 R: 28 Feb 2017	AN: 86/871651 RN: 5152524	TV One, LLC
REPRESENT.	United States of America	F: 06 Mar 2018	AN: 87/821740 (ITU)	TV One, LLC
REPRESENT.	United States of America	F: 09 Mar 2018	AN: 87/828268 (ITU)	TV One, LLC

TV ONE	United States of America	F: 14 Feb 2017 R: 05 Mar 2019	AN: 87/335127 RN: 5692318	TV One, LLC
TV ONE	United States of America	F: 02 Jun 2003 R: 01 Mar 2005	AN: 78/257301 RN: 2929759	TV One, LLC
TV ONE	United States of America	F: 02 Jun 2003 R: 20 Sep 2005	AN: 78/257306 RN: 2998957	TV One, LLC
TV ONE	United States of America	F: 02 Jun 2003 R: 31 May 2011	AN: 78/257205 RN: 3971664	TV One, LLC
TV ONE	United States of America	F: 02 Jun 2003 R: 07 Dec 2010	AN: 78/257206 RN: 3888092	TV One, LLC
TV ONE	United States of America	F: 02 Jun 2003 R: 01 Mar 2005	AN: 78/257300 RN: 2929758	TV One, LLC
TV ONE	United States of America	F: 02 Jun 2003 R: 25 Mar 2008	AN: 78/257295 RN: 3402858	TV One, LLC
TV ONE (Stylized)	United States of America	F: 10 Dec 2015 R: 28 Mar 2017	AN: 86/844730 RN: 5172545	TV One, LLC
TV ONE (Stylized)	United States of America	F: 10 Dec 2015 R: 28 Mar 2017	AN: 86/844727 RN: 5172544	TV One, LLC
TV-ONE	United States of America	F: 29 Jun 1994 R: 26 Oct 1999	AN: 74/543720 RN: 2289118	TV One, LLC
UNSUNG	United States of America	F: 07 Jan 2011 R: 19 Jul 2011	AN: 85/212480 RN: 3998120	TV One, LLC
UNSUNG	United States of America	F: 02 Apr 2019	AN: 88/367125 (ITU)	TV One, LLC

WAY BLACK WHEN	United States of America	F: 12 Aug 2008 R: 01 Jun 2010	AN: 77/545320 RN: 3796508	TV One, LLC
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