

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623168

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|-----------------------------------|---|-----------------------|--|
| 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 | | |
| Street Address: | 166 Mercer Street | | |
| Internal Address: | Suite 2R | | |
| 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 | | | |

CH \$465.00 5671682

CORRESPONDENCE DATA**Fax Number:** 2124466460*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:** 2124464800**Email:** hayley.smith@kirkland.com**Correspondent Name:** Kirkland & Ellis LLP**Address Line 1:** Attn: Hayley Smith**Address Line 2:** 601 Lexington Avenue**Address Line 4:** New York, NEW YORK 10022

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|---------------------------|----------------|
| NAME OF SUBMITTER: | Hayley Smith |
| SIGNATURE: | /Hayley Smith/ |
| DATE SIGNED: | 01/29/2021 |

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 |

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| 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 |

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| 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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