

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tucson TV, LLC		08/02/2021	Limited Liability Company: DELAWARE
KITV, Inc.		08/02/2021	Corporation: DELAWARE
ENTERTAINMENT CONTENT, INC.		08/02/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85879363	THE MAGIC OF MARCH	
Serial Number:	86241674	KITV	
Serial Number:	73734814	KVOA-TV	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	12123186532		
Email:	phillipchang@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA M Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	08/02/2021		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2021 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of ROYAL BANK OF CANADA, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of February 10, 2020 (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 the Grantors 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, the Grantors 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 such Grantor’s right, title and interest in, to and under all Trademarks of such 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.

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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.

ENTERTAINMENT CONTENT, INC.

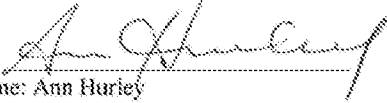
DocuSigned by:
Byron Allen Folks
By: _____
Name: Byron Allen Folks
Title: President and Chief Executive Officer

**KITV, INC.
TUCSON TV, LLC**

DocuSigned by:
Byron Allen Folks
By: _____
Name: Byron Allen Folks
Title: President, Chairman and Chief Executive Officer

Accepted and Agreed:

ROYAL BANK OF CANADA, as Collateral Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Magic of March	8587936 3	March 18, 2013	4431894	November 12, 2013	Entertainment Content, Inc.
KITV	8624167 4	April 3, 2014	4632185	November 4, 2014	KITV, Inc.
KVOA-TV	7373481 4	June 17, 1988	1524857	February 14, 1989	Tucson TV, LLC