

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Mill (Facility) Limited

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other private limited company
- Association
- Limited Partnership

Citizenship (see guidelines) England

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 6, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Governor and Company of Bank of Ireland

Internal

Address: Bank of Ireland Corporate Banking

Street Address: Block B 2, Lower Baggot Street

City: Dublin 2

State: _____

Country: Ireland

Zip: _____

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2958931, 3016584, 3079224, 3076321, 3063509, 3063507

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Mill, [graphic], Beam TV

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert Kohse

Internal Address: Hogan Lovells US LLP

Street Address: 875 Thlrd Avenue

City: New York

State: NY

Zip: 10022

Phone Number: (212) 918-3661

Fax Number: (212) 918-3100

Email Address: robert.kohse@hoganlovells.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501349

Authorized User Name Celine Jimenez Crowson

9. Signature:

Robert R.L. Kohse
Signature

June 8, 2011

Date

Robert R.L. Kohse

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004557 FRAME: 0325

700464740

CH \$165.00 501349 2958931

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May 6, 2011 is entered into by and between THE MILL (FACILITY) LIMITED, an English company (the "Grantor") and THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent for the Beneficiaries (in such capacity the "Security Agent").

WHEREAS, pursuant to the Security Agreement (as defined below), the Grantor is granting a security interest to the Security Agent in certain intellectual properties whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks (as defined below) listed on Schedule A hereto.

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

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated 6 May, 2011, between the Grantor and the Security Agent, as amended, modified, supplemented, restated and in effect from time to time (the "Security Agreement").

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure its respective Secured Liabilities, the Grantor hereby pledges and grants to the Security Agent for the benefit of the Beneficiaries a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

- (a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications 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 the registrations referred to on Schedule A hereto (collectively, "Trademarks");
- (b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Trademark Licenses");
- (c) all extensions or renewals of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
- (f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Beneficiaries pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security 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. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Security Agent may modify this Agreement, after obtaining the Grantor's approval of or

signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or Trademark Licenses or any Trademarks Licenses acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks or Trademark Licenses in which the Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Security Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Security Agent assign any right, duty or obligation hereunder.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

THE MILL (FACILITY) LIMITED

By:

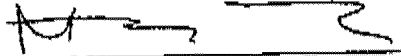
Name:

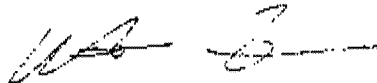
Title:

Mr. Joseph
Creative Director

[Signature Page to Trademark Security Agreement]

THE GOVERNOR AND COMPANY OF
THE BANK OF IRELAND,
as the Security Agent

By: 
Name: DAVID GREEN
Title: DIRECTOR


GIANLUCA LORENZON
VP

[Signature Page to Trademark Security Agreement]

SCHEDULE A**TRADEMARK SECURITY AGREEMENT****U.S. REGISTERED TRADEMARKS**

Trademark	Country	Reg. No.	Filing Date	Record Owner
MILL	USA	2958931	7 June 2005	The Mill (Facility) Limited
[GRAPHIC]	USA	3016584	22 November 2005	The Mill (Facility) Limited
BEAM TV	USA	3079224	11 April 2006	The Mill (Facility) Limited
BEAM TV	USA	3076321	4 April 2006	The Mill (Facility) Limited
BEAM TV	USA	3063509	28 February 2006	The Mill (Facility) Limited
BEAM TV	USA	3063507	28 February 2006	The Mill (Facility) Limited