

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rainbow Programming Holdings LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	1111 Fannin, 10th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3005858	RAINBOW ON DEMAND	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)663-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-663-8000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	044307-0000016		
NAME OF SUBMITTER:	Patrick J. Jennings		
Signature:	/Pat Jennings/		
Date:	07/08/2011		
Total Attachments: 3 source=Rainbow Programming#page1.tif source=Rainbow Programming#page2.tif source=Rainbow Programming#page3.tif			

**CH \$40.00 3005858**

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of June 30, 2011 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and JPMorgan Chase Bank, National Association, as Collateral Agent (the "Collateral Agent") for the secured parties referenced therein (the "Secured Parties"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon certain intellectual property of the Grantor, including the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Secured Parties:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
3005858	RAINBOW ON DEMAND	10/11/2005



TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
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The Grantors and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree (A) that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application; and (B) that the grant of the security interest referred to herein, and the rights and remedies of the Collateral Agent with respect to the Collateral (as defined in the Security Agreement) are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

Very truly yours,


RAINBOW PROGRAMMING HOLDINGS LLC

 By:   
Name: Joshua Sapan  
Title: Authorized Signatory

Acknowledged and Accepted:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:

  
Name: John G. Kowalczyk  
Title: Executive Director

[Signature Page to Notice of Grant of Security Interest]