

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309293

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Obsidian Agency Services, Inc.		07/01/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SiTV, Inc.		
<b>Street Address:</b>	700 North Central Ave., Suite 600		
<b>City:</b>	Glendale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91203		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 55</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2889392	SI TV	
<b>Registration Number:</b>	2917447	THE RUB	
<b>Registration Number:</b>	2917448	THE DROP	
<b>Registration Number:</b>	2918123	URBAN JUNGLE	
<b>Registration Number:</b>	2963310	SITV	
<b>Registration Number:</b>	2991951	SITV	
<b>Registration Number:</b>	3008591	LATINO LAUGH FESTIVAL: THE SHOW	
<b>Registration Number:</b>	3010687	SITV	
<b>Registration Number:</b>	3072116	ACROSS THE HALL	
<b>Registration Number:</b>	3080714	INSIDE JOKE	
<b>Registration Number:</b>	3087732	SPEAK ENGLISH. LIVE LATIN.	
<b>Registration Number:</b>	3093039	BREAKFAST LUNCH AND DINNER	
<b>Registration Number:</b>	3173424	NOT SO FOREIGN FILMMAKERS SHOWCASE	
<b>Registration Number:</b>	3188808	ENGLISH TONGUE WITH A LATIN FLAVOR	
<b>Registration Number:</b>	3200588	SÍ TV SPEAK ENGLISH. LIVE LATIN.	
<b>Registration Number:</b>	3323183	ON THE UP	
<b>Registration Number:</b>	3332314	UNACCEPTABLE BEHAVIOR	
<b>Registration Number:</b>	3354463	DATING FACTORY	
<b>Registration Number:</b>	3354475	FLOW AND TELL	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3576021	SITV
Registration Number:	3582908	LUV CARMEN
Registration Number:	3588548	JAMMIN
Registration Number:	3588549	JAMMIN
Registration Number:	3600679	MODEL LATINA
Registration Number:	3615201	CRASH THE PARTIES
Registration Number:	3615202	CRASH THE PARTIES
Registration Number:	3616843	LUV CARMEN
Registration Number:	3636579	COMIC QUICKIES
Registration Number:	3696989	TAKE THE LEAD
Registration Number:	3696990	TAKE THE LEAD
Registration Number:	3703518	MODEL LATINA
Registration Number:	3705202	COMIC QUICKIES
Registration Number:	3713371	ML MODEL LATINA
Registration Number:	3788682	LATINO 101
Registration Number:	3808684	MODELLATINA
Registration Number:	3823836	MODEL LATINA MIAMI
Registration Number:	3823837	MODEL LATINA MIAMI
Registration Number:	3832464	TOTALLY AMERICAN, UNMISTAKABLY LATINO
Registration Number:	3902275	MODELLATINA
Registration Number:	3911363	PASTPORT
Registration Number:	3931866	LATINO 101
Registration Number:	3933022	MODEL LATINA NYC
Registration Number:	3933023	MODEL LATINA NYC
Registration Number:	4072041	LIVE BOLD
Registration Number:	4165580	AMERICA'S NU VOICE
Registration Number:	4173134	MODELLATINA LAS VEGAS
Registration Number:	4173135	MODELLATINA LAS VEGAS
Serial Number:	77318590	ON THE UP
Serial Number:	85283167	24 FRAMES
Serial Number:	85350471	OPERATION: OSMIN
Serial Number:	85350472	OPERATION: OSMIN
Serial Number:	85167621	NUVO TV
Serial Number:	85419401	NUVO
Serial Number:	85419403	NUVOTV
Serial Number:	85419400	NUVOHD

**CORRESPONDENCE DATA**

Fax Number: 6502138158

**TRADEMARK**

**REEL: 005313 FRAME: 0335**

**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:** 6502130300  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** White & Case LLP / Christina Ishihara  
**Address Line 1:** 3000 El Camino Real, Bldg 5, 9th Floor  
**Address Line 4:** Palo Alto, CALIFORNIA 94306

<b>ATTORNEY DOCKET NUMBER:</b>	1155735-0082
<b>NAME OF SUBMITTER:</b>	Christina Ishihara
<b>SIGNATURE:</b>	/Christina Ishihara/
<b>DATE SIGNED:</b>	07/01/2014

**Total Attachments: 7**

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TERMINATION AND RELEASE OF SECURITY INTEREST IN  
TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 1, 2014 is made by OBSIDIAN AGENCY SERVICES, INC., in its capacity as collateral agent (“Collateral Agent”) for the Lenders from time to time parties to that certain Credit Agreement described below (Collateral Agent, in such capacity, hereinafter is referred to as the “Secured Party”).

RECITALS:

A. WHEREAS, SiTV, Inc., a Delaware corporation (“Borrower” or “Grantor”), SiTV Media, Inc., a Delaware corporation (“Holdings”) (Borrower and Holdings sometimes hereinafter are referred to collectively as the “Credit Parties”), the financial institutions from time to time parties thereto, as Lenders thereunder, and Obsidian Agency Services, Inc., as administrative and collateral agent for the Lenders thereunder entered into that certain Credit Agreement dated as of August 3, 2012 (such Credit Agreement, as the same has been amended, modified, supplemented, extended, renewed, restated, and/or replaced from time to time, hereinafter is referred to as the “Credit Agreement”).


B. WHEREAS, Grantor entered into a Trademark Security Agreement, dated as of August 3, 2012 and recorded in the United States Patent and Trademark Office on August 8, 2012, at Reel 4838, Frame 0452 (the “Recorded Lien”), and granted the Secured Party a security interest in and to certain of Grantor’s intellectual property, including without limitation the trademarks identified on Schedule I attached hereto (the “Trademarks”).

C. WHEREAS, the Credit Parties have repaid their debt owing to the Lenders in full, Security Party has agreed to terminate and release its security interest in all such Trademarks provided herein, and Secured Party is executing and delivering this Release in order to evidence the release all of Secured Party’s right, title, and interest in and to the Trademarks as provided herein.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Secured Party, for itself and on behalf of the lenders in association with the security interest and Recorded Lien, hereby (i) releases, terminates, and discharges the Recorded Lien and any and all of its right, title, and interest in and to the intellectual property of the Grantor, including the Trademarks, and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, and (ii) grants, assigns, transfers, and conveys to the Grantor any interest in such intellectual property, including the security interest and any other liens.

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IN WITNESS WHEREOF, this Release has been executed by Secured Party as of the day and year first above written.

By:   
Name: David Hollander  
Title: Authorized Signatory

State of California

SS:

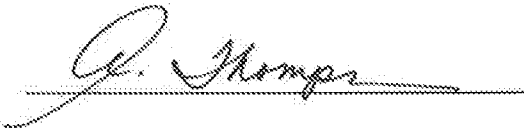
County of Los Angeles

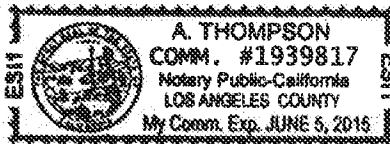
On June 27, 2014, before me, A. Thompson, Notary Public personally appeared David Hollander, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

My commission expires: June 5, 2015




WITNESS my hand and official seal.










Schedule I



TRADEMARKS

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
<b>SI TV</b>	2889392	09/28/2004
THE RUB	2917447	01/11/2005
THE DROP	2917448	01/11/2005
URBAN JUNGLE	2918123	01/11/2005
	2963310	06/21/2005
	2991951	09/06/2005
LATINO LAUGH FESTIVAL: THE SHOW	3008591	10/25/2005
	3010687	11/01/2005
ACROSS THE HALL	3072116	03/21/2006
INSIDE JOKE	3080714	04/11/2006

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
Speak English. Live Latin.	3087732	05/02/2006
Breakfast Lunch and Dinner	3093039	05/16/2006
Not So Foreign Filmmakers Showcase	3173424	11/21/2006
English Tongue with a Latin Flavor	3188808	12/26/2006
Sí TV Speak English. Live Latin.	3200588	01/23/2007
ON THE UP	3323183	10/30/2007
UNACCEPTABLE BEHAVIOR	3332314	11/06/2007
Dating Factory	3354463	12/11/2007
Flow and Tell	3354475	12/11/2007
	3576021	02/17/2009
LUV Carmen	3582908	03/03/2009
	3588548	03/10/2009
JAMMIN	3588549	03/10/2009
Model Latina	3600679	03/31/2009
CRASH THE PARTIES	3615201	05/05/2009

MARK	SERIAL/REG. NO.	APP./REG. DATE
	3615202	05/05/2009
	3616843	05/05/2009
Comic Quickies	3636579	06/09/2009
Take the Lead	3696989	10/13/2009
	3696990	10/13/2009
	3703518	10/27/2009
	3705202	11/3/2009



<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
	3713371	11/17/2009
Latino 101	3788682	5/11/2010
	3808684	06/22/2010
	3823836	07/27/2010
	3823837	07/27/2010
Totally American, Unmistakably Latino	3832464	08/10/2010
	3902275	01/04/2011
PASTPORT	3911363	01/25/2011
Latino 101	3931866	03/15/2011
Model Latina NYC	3933022	03/15/2011
Model Latina NYC	3933023	03/15/2011
Live Bold	4072041	12/13/2011
America's Nu Voice	4165580	06/26/2012
modelLatina Las Vegas	4173134	07/10/2012

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
	4173135	07/10/2012
ON THE UP	77318590	10/31/2007
24 Frames	85283167	03/31/2011
Operation: Osmin	85350471	06/20/2011
	85350472	06/20/2011
NUVO TV	85167621	11/02/2010
nuvo	85419401	09/09/2011
	85419403	09/09/2011
	85419400	09/09/2011