

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ION Media Networks, Inc.		04/30/2020	Corporation: DELAWARE
Airbox Television, Inc.		04/30/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5934111	ION PLUS	
Registration Number:	5698254	ION LIFE	
Registration Number:	5667203	ION MEDIA	
Registration Number:	5460097	ION MEDIA	
Registration Number:	5263954	ION INSIDERS	
Registration Number:	5240180	ION MEDIA NETWORKS	
Registration Number:	5235615	ION@HOME	
Registration Number:	5231589	ION LOUNGE	
Registration Number:	5208817	ION TELEVISION	
Registration Number:	5205083	ION LIFE	
Registration Number:	4844404	ION TELEVISION	
Registration Number:	4819331	ION KITCHEN	
Registration Number:	4819330	ION KITCHEN	
Registration Number:	4880395	BETTER TV IS IN THE AIR	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	05/01/2020

Total Attachments: 6

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Supplemental Trademark Security Agreement

Trademark Security Agreement, dated as of April 30, 2020, by ION MEDIA NETWORKS, INC. and AIRBOX TELEVISION, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of December 18, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and

deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ION MEDIA NETWORKS, INC.

By: 

Name: David Christman

Title: Secretary

AIRBOX TELEVISION, INC.


By: 

Name: David Christman

Title: Vice President and Secretary

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	ION Media Networks, Inc.	ION PLUS	88357423	03/26/2019	5934111	12/10/2019
2.	Ion Media Networks, Inc.	ion LIFE & Design	87540332	07/24/2017	5698254	03/12/2019
3.	Ion Media Networks, Inc.	ion MEDIA & Design	87540346	07/24/2017	5667203	01/29/2019
4.	Ion Media Networks, Inc.	ION MEDIA	87322251	02/02/2017	5460097	05/01/2018
5.	Ion Media Networks, Inc.	ION INSIDERS	87204841	10/16/2016	5263954	08/15/2017
6.	Ion Media Networks, Inc.	ION MEDIA NETWORKS	87214062	10/24/2016	5240180	07/11/2017
7.	Ion Media Networks, Inc.	ION@HOME	87198814	10/10/2016	5235615	07/04/2017
8.	Ion Media Networks, Inc.	ION LOUNGE	87198816	10/10/2016	5231589	06/27/2017
9.	Ion Media Networks, Inc.	ION TELEVISION	87198815	10/10/2016	5208817	05/23/2017
10.	Ion Media Networks, Inc.	ION LIFE	87214060	10/24/2016	5205083	05/16/2017
11.	Ion Media Networks, Inc.	ion TELEVISION & Design	86513589	01/25/2015	4844404	11/03/2015
12.	Ion Media Networks, Inc.	ion KITCHEN & Design	86341007	07/18/2014	4819331	09/22/2015
13.	Ion Media Networks, Inc.	ion KITCHEN & Design	86341005	07/18/2014	4819330	09/22/2015
14.	Airbox Television, Inc.	BETTER TV IS IN THE AIR	86620875	05/06/2015	4880395	01/05/2016