

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																		
CONVEYING PARTY DATA																			
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>The Weather Channel, LLC</td> <td>06/26/2013</td> </tr> <tr> <td>WSI Corporation</td> <td>06/26/2013</td> </tr> <tr> <td>Weather Central, LP</td> <td>06/26/2013</td> </tr> </tbody> </table>		Name	Execution Date	The Weather Channel, LLC	06/26/2013	WSI Corporation	06/26/2013	Weather Central, LP	06/26/2013										
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RECEIVING PARTY DATA																			
<table border="1"> <tr> <td>Name:</td> <td>Deutsche Bank Trust Company Americas, as Collateral Agent</td> </tr> <tr> <td>Street Address:</td> <td>60 Wall Street</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10005</td> </tr> </table>		Name:	Deutsche Bank Trust Company Americas, as Collateral Agent	Street Address:	60 Wall Street	City:	New York	State/Country:	NEW YORK	Postal Code:	10005								
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PROPERTY NUMBERS Total: 8																			
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CORRESPONDENCE DATA																			
Fax Number:																			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																			
Email:	daniel.cote@thomsonreuters.com																		
Correspondent Name:	James P. Murphy, Legal Assistant																		
Address Line 1:	80 Pine Street																		

OP \$320.00 8046814

Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
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Signature:	/daniel cote thomsonreuters/
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Date:	06/26/2013
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Total Attachments: 6

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RECORDATION FORM COVER SHEET
PATENTS 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 Weather Channel, LLC

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

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

Execution Date(s) 06/26/2013

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas,

Internal Address: as Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

☐ Authorized to be charged to deposit account

☐ Enclosed

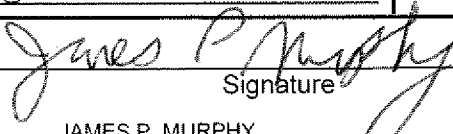
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

June 26, 2013

Date

JAMES P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

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, V.A. 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Patent
Recordation Form Cover Sheet):

WSI Corporation
Weather Central, LP

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of June 26, 2013 by The Weather Channel, LLC, WSI Corporation and Weather Central, LP (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 12, 2008 (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 Grantors are required to execute and deliver this Patent 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 Grantors 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 Patent Collateral. Each Grantor 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 (excluding any Excluded Assets) of such Grantor:

(a) Patents of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent 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 termination of the Security Agreement in accordance with Section 6.13 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

**THE WEATHER CHANNEL, LLC
WSI CORPORATION
WEATHER CENTRAL, LP**

By WSI GP, LLC, its general partner

By: _____

Name: Peter Kuipers

Title: Chief Financial Officer

[First Lien Patent Security Agreement]

**PATENT
REEL: 030695 FRAME: 0288**

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: _____

Name: **Anca Trifan**
Title: **Managing Director**

By: _____

Name: **Marcus M. Tarkington**
Title: **Director**

[Patent Security Agreement]

Schedule I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patents:

TITLE	COMPANY	FILING DATE	PATENT ISSUE DATE	PATENT NUMBER
System and Methods for Formulating and Delivering Video Having Perishable Information	The Weather Channel, LLC	10/21/2003	10/25/2011	8,046,814
Domain Based Application Functionality	The Weather Channel, LLC	5/3/2010	10/30/2012	8,302,211
System and Methods for Selectively Blocking Application Installation	The Weather Channel, LLC	5/3/2010	8/21/2012	8,250,569
Providing location-based multimedia messages to a mobile device	The Weather Channel, LLC	4/14/2010	6/4/2013	8,457,612
Weather Severity and Characterization System	WSI Corporation	7/7/2009	7/10/2011	7,983,843
Method and System for Display of Weather Related Information	Weather Central, LP	4/10/1997	4/18/2000	6,052,618

Patent Applications:

TITLE	COMPANY	FILING DATE	PATENT NUMBER OR APPLICATION NUMBER	PRIORITY DATE (Provisional Filing Date)
Redacted	The Weather Channel, LLC	3/14/2013	61/781,443	
Redacted	The Weather Channel, LLC	5/28/2013	61/828,160	5/28/2013