

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                          | Formerly | Execution Date | Entity Type          |
|-------------------------------|----------|----------------|----------------------|
| ION Media Entertainment, Inc. |          | 12/18/2009     | CORPORATION: FLORIDA |

**RECEIVING PARTY DATA**

|                   |                                     |
|-------------------|-------------------------------------|
| Name:             | Wilmington Trust FSB                |
| Street Address:   | 50 South Sixth Street               |
| Internal Address: | Suite 1290                          |
| City:             | Minneapolis                         |
| State/Country:    | MINNESOTA                           |
| Postal Code:      | 55402                               |
| Entity Type:      | United States Federal Savings Bank: |

**PROPERTY NUMBERS Total: 10**

| Property Type  | Number   | Word Mark           |
|----------------|----------|---------------------|
| Serial Number: | 76975399 | DOC                 |
| Serial Number: | 76976905 | DOC                 |
| Serial Number: | 76438837 | FEEL GOOD TV        |
| Serial Number: | 75553931 | IT'S A MIRACLE      |
| Serial Number: | 76501599 | IT'S A MIRACLE      |
| Serial Number: | 76976311 | IT'S A MIRACLE      |
| Serial Number: | 76104036 | MIRACLE PETS        |
| Serial Number: | 76002617 | MYSTERIOUS WAYS     |
| Serial Number: | 76426821 | SUE THOMAS: F.B.EYE |
| Serial Number: | 76220056 | THE PONDEROSA       |

**CORRESPONDENCE DATA**

Fax Number: (202)887-4288

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900150486**

**TRADEMARK  
 REEL: 004119 FRAME: 0001**

**CH \$265.00 76975399**

Phone: 202-887-4000  
Email: lgeyer@akingump.com  
Correspondent Name: Laura T. Geyer  
Address Line 1: 1333 New Hampshire AveNW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-1564

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 687169.0002          |
| NAME OF SUBMITTER:      | Laura Talley Geyer   |
| Signature:              | /Laura Talley Geyer/ |
| Date:                   | 12/22/2009           |

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of December 18, 2009, by ION Media Entertainment, Inc., a Florida corporation (the "*Grantor*") pursuant to the Pledge and Security Agreement, dated as of the date hereof, by and among ION Media Networks, Inc., the Subsidiary Guarantors party thereto and the Collateral Agent in favor of Wilmington Trust FSB, as collateral agent for the Secured Parties (in such capacity, the "*Collateral Agent*").

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

Section 2. ***Grant of Security Interest in Trademark Collateral.***

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(1) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in *Schedule I* annexed hereto;

(2) each Trademark license, including, without limitation, each Trademark license referred to in *Schedule I* annexed hereto and all goodwill of the business connected with the use of, and symbolized by, each Trademark License to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and;

(3) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding the forgoing, the Trademark Collateral shall not include, and no security interest shall be granted to the Collateral Agent in, any "intent-to-use" application for registration of a Trademark until such time, if any, as a statement of use is filed with and accepted by the United States Patent & Trademark Office.


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 Pledge and Security Agreement and the Grantor hereby acknowledges and affirms 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 Pledge and Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

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

ION MEDIA ENTERTAINMENT, INC.

By:   
Name: R. Brandon Burgess  
Title: President

Accepted and Agreed:

**WILMINGTON TRUST FSB,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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

ION MEDIA ENTERTAINMENT, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

WILMINGTON TRUST FSB,  
as Collateral Agent

By:   
Name: **Renee Kuhl**  
Title: **Assistant Vice President**

**Acknowledgment of Grantor**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

A. REGISTERED TRADEMARKS

See Attachment A hereto.

B. TRADEMARK APPLICATIONS

See Attachment A hereto.

C. TRADEMARK LICENSES

[Name of Agreement, Parties, Date of Agreement]



ATTACHMENT A TO SCHEDULE I TO TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

| Trademark Name            | Trademark Number | Trademark Status | Country Name | Owner Name                    |
|---------------------------|------------------|------------------|--------------|-------------------------------|
| DOC                       | 76-975399        | Registered       | USA          | Ion Media Entertainment, Inc. |
| DOC                       | 76-976905        | Registered       | EU           | Ion Media Entertainment, Inc. |
| DOC                       | EC 001916527     | Registered       | EU           | Ion Media Entertainment, Inc. |
| FEEL GOOD TV              | 76-438837        | Registered       | USA          | Ion Media Entertainment, Inc. |
| IT'S A MIRACLE            | 75-553931        | Registered       | USA          | Ion Media Entertainment, Inc. |
| IT'S A MIRACLE            | 76-501599        | Registered       | USA          | Ion Media Entertainment, Inc. |
| IT'S A MIRACLE            | 76-976311        | Registered       | USA          | Ion Media Entertainment, Inc. |
| IT'S A MIRACLE            | EC 001963883     | Registered       | EU           | Ion Media Entertainment, Inc. |
| IT'S A MIRACLE AND DESIGN | EC 002177871     | Registered       | EU           | Ion Media Entertainment, Inc. |
| MERMAIDS                  | EC 003211869     | Registered       | EU           | Ion Media Entertainment, Inc. |
| MIRACLE PETS              | 76-104036        | Registered       | USA          | Ion Media Entertainment, Inc. |
| MYSTERIOUS WAYS           | 76-002617        | Registered       | USA          | Ion Media Entertainment, Inc. |
| SUE THOMAS                | EC 002985547     | Registered       | EU           | Ion Media Entertainment, Inc. |
| SUE THOMAS                | MX               | Registered       | Mexico       | Ion Media Entertainment, Inc. |
| SUE THOMAS                | MX               | Registered       | Mexico       | Ion Media Entertainment, Inc. |
| SUE THOMAS F.B.           | MX               | Registered       | Mexico       | Ion Media Entertainment, Inc. |
| SUE THOMAS F.B.EYE        | 76-426821        | Registered       | USA          | Ion Media Entertainment, Inc. |
| SUE THOMAS F.B.EYE        | EC 002985927     | Registered       | EU           | Ion Media Entertainment, Inc. |
| SUE THOMAS F.B.EYE        | MX               | Registered       | Mexico       | Ion Media Entertainment, Inc. |
| SUE THOMAS F.B.EYE        | MX               | Registered       | Mexico       | Ion Media Entertainment, Inc. |
| THE PONDEROSA             | 76-220056        | Registered       | USA          | Ion Media Entertainment, Inc. |