

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest at Reel/Frame No. 3335/0135		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc.		04/13/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	S Club Limited		
Street Address:	33 Ransomes Dock, 35-37 Parkgate Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW11 4NP		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2868190	S CLUB 7	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045494-0067		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 2868190

900189855

**TRADEMARK
 REEL: 004525 FRAME: 0824**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Rhonda DeLeon

Signature:

/Rhonda DeLeon/

Date:

04/20/2011

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "Partial Release") is made as of April 13, 2011 by **BEAR STEARNS CORPORATE LENDING INC.**, as administrative agent (in such capacity, the "Administrative Agent"), in favor of 19 Entertainment Limited and S Club Limited (the "Companies"). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Trademark Security Agreement (as defined below) and if not therein defined, in the Guarantee and Collateral Agreement (as defined below).

WITNESSETH

WHEREAS, the Administrative Agent, CKX, Inc., the agents and arrangers party thereto and the several banks and other financial institutions or entities from time to time party thereto as lenders are parties to the Revolving Credit Agreement, dated as of May 24, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of May 24, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), each Company granted to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a continuing security interest in and continuing lien upon certain property and assets of such Company, including all Trademarks owned by such Company;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Company entered into the Trademark Security Agreement, dated as of May 24, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 20, 2006 at Reel/Frame Nos. 3335/0145 and 3335/0135;

WHEREAS, the Administrative Agent as of the date hereof no longer has any right, title, or interest in, to and under the Trademarks and Trademark Licenses listed on Schedule A hereto (the "Released Trademark Collateral"); and

WHEREAS, the Companies have requested that the Administrative Agent release its security interest in the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The Administrative Agent hereby releases, transfers and assigns, without representation or warranty and without recourse, unto each Company, its security interest in all of such Company's right, title and interest in, to and under the Released Trademark Collateral.

The Administrative Agent authorizes the recordation of this Partial Release with the United States Patent and Trademark Office and any other applicable registry or government office necessary to effect the release of its security interest in the Released Trademark Collateral.

Notwithstanding anything to the contrary contained in this Partial Release, this Partial Release does not release or otherwise affect the security interests and liens granted to or held by the Administrative Agent on (a) any property or assets of the Grantors, other than the Companies as

specifically set forth in this Partial Release, or (b) any property or assets of 19 Entertainment Limited, other than the Released Trademark Collateral. Notwithstanding anything to the contrary contained in this Partial Release, except as specifically set forth in this Partial Release, the Guarantee and Collateral Agreement, and the Trademark Security Agreement, the security interests and liens granted or purported to be granted thereby, shall remain in full force and effect.

This Partial Release may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be duly executed by its duly authorized representative as of the day and year first written above.

BEAR STEARNS CORPORATE LENDING INC., as
Administrative Agent

By: JPMorgan Chase Bank, N.A., its authorized
signatory

By: *Peter B. Thauer*

Name:
Title: **Peter B. Thauer**
Executive Director

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

U.S. Trademark Applications and Registrations
Reel/Frame: 3335/0145

<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Serial/Registration No.</u>
19 Entertainment Limited	ANIMAL BEAT	June 7, 2005	2959301
19 Entertainment Limited	BIG BLUE	March 21, 2006	3070025
19 Entertainment Limited	HIPSTER AND JACK	April 20, 2004	2834243
19 Entertainment Limited	I DREAM	July 6, 2004	78446292
19 Entertainment Limited	I DREAM (design) <i>i dream</i>	August 2, 2004	76605146
19 Entertainment Limited	FANTASIA BARRINO	June 2, 2004	78428727
19 Entertainment Limited	SOUTHSIDE	November 4, 2004	78511140
19 Entertainment Limited	AJ5	September 8, 2003	76546836
19 Entertainment Limited	CARRIE UNDERWOOD	April 22, 2008	3868906

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<u>Grantor</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Serial/Registration No.</u>
S Club Limited	S Club 7	August 3, 2004	2868190