

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
19 Entertainment Limited		12/09/2011	Private Limited Company: UNITED KINGDOM
19 TV Limited		12/09/2011	Private Limited Company: UNITED KINGDOM
The Comedy Hall of Fame, LLC		12/09/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GOLDMAN SACHS BANK USA, as Administrative Agent
<b>Street Address:</b>	200 WEST STREET
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 92**

Property Type	Number	Word Mark
Registration Number:	3919384	SYTYCD
Registration Number:	3870192	IF I CAN DREAM
Registration Number:	3870191	IF I CAN DREAM
Registration Number:	3743805	SO YOU THINK YOU CAN DANCE
Registration Number:	3387351	SO YOU THINK YOU CAN DANCE
Registration Number:	3458648	SO YOU THINK YOU CAN DANCE
Registration Number:	3194223	SO YOU THINK YOU CAN DANCE
Registration Number:	3700424	SO YOU THINK YOU CAN DANCE
Registration Number:	3648958	SO YOU THINK YOU CAN DANCE
Registration Number:	3193211	SO YOU THINK YOU CAN DANCE
Registration Number:	3415693	CARRIE UNDERWOOD

**TRADEMARK**

Registration Number:	3175964	I LOVE MUSIC
Registration Number:	2975254	AMERICAN JUNIORS
Registration Number:	2975256	AMERICAN JUNIORS
Registration Number:	2836545	AMERICAN JUNIORS
Registration Number:	3275995	KELLY CLARKSON
Registration Number:	3204113	AMERICAN IDOL
Registration Number:	3342055	AMERICAN IDOL
Registration Number:	3350013	AMERICAN IDOL
Registration Number:	3911371	AMERICAN IDOL
Registration Number:	3357980	AMERICAN IDOL
Registration Number:	3416143	AMERICAN IDOL
Registration Number:	3845238	AMERICAN IDOL
Registration Number:	2959920	AMERICAN IDOL
Registration Number:	3845240	AMERICAN IDOL
Registration Number:	3550806	AMERICAN IDOL
Registration Number:	3064528	AMERICAN IDOL
Registration Number:	3845239	AMERICAN IDOL
Registration Number:	3561850	AMERICAN IDOL
Registration Number:	3257662	AMERICAN IDOL
Registration Number:	3683826	AMERICAN IDOL
Registration Number:	3493354	AMERICAN IDOL
Registration Number:	3353040	AMERICAN IDOL
Registration Number:	3114786	AMERICAN IDOL
Registration Number:	2751431	AMERICAN IDOL
Registration Number:	2951733	AMERICAN IDOL
Registration Number:	3627986	AMERICAN IDOL
Registration Number:	3181455	AMERICAN IDOL
Registration Number:	3101422	AMERICAN IDOL
Registration Number:	3485531	AMERICAN IDOL
Registration Number:	3319294	AMERICAN IDOL
Registration Number:	2715725	AMERICAN IDOL
Registration Number:	2955077	AMERICAN IDOL
Registration Number:	3142771	AMERICAN IDOL
Registration Number:	3146138	AMERICAN IDOL
Registration Number:	3613333	AMERICAN IDOL

	3037638	AMERICAN IDOL
Registration Number:	3062247	AMERICAN IDOL
Registration Number:	3204688	AMERICAN IDOL REWIND
Registration Number:	3244319	MILITARY IDOL
Registration Number:	2863808	AMERICAN IDOL
Registration Number:	3295322	AMERICAN IDOL
Registration Number:	3330238	AMERICAN IDOL
Registration Number:	3330275	AMERICAN IDOL
Registration Number:	3353263	AMERICAN IDOL
Registration Number:	3366823	AMERICAN IDOL
Registration Number:	3171505	AMERICAN IDOL EXTRA
Registration Number:	3352837	IDOL
Registration Number:	3404390	IDOL CAMP
Registration Number:	3821023	IDOL GIVES BACK
Registration Number:	3814292	IDOL GIVES BACK
Registration Number:	3870662	IDOL GIVES BACK
Registration Number:	3870661	IDOL GIVES BACK
Registration Number:	3495061	IDOL SEARCH
Registration Number:	3171630	IDOL TONIGHT
Registration Number:	3870660	MYIDOL
Registration Number:	3879172	MOM IDOL
Registration Number:	3847886	MOM IDOL
Registration Number:	2864931	THE SEARCH FOR A SUPERSTAR
Registration Number:	1423817	THE ORIGINAL BASS BRACE BY TOM BUCKMAN
Registration Number:	3924469	IF I CAN DREAM
Registration Number:	3924468	IF I CAN DREAM
Serial Number:	85085989	CELEBRITY IDOL
Serial Number:	85085999	CELEBRITY IDOL
Serial Number:	85209777	19
Serial Number:	85209796	19
Serial Number:	77597528	DAVID COOK
Serial Number:	85335822	IDOL CHATTER
Serial Number:	85329943	IDOL GIVEAWAY
Serial Number:	77305488	AMERICAN IDOL
Serial Number:	77052386	AMERICAN IDOL

	77160196	AMERICAN IDOL
Serial Number:	85085984	AMERICAN IDOL HALL OF FAME
Serial Number:	77630308	WORLD IDOL
Serial Number:	77466419	AMERICAN IDOL
Serial Number:	78827549	IDOL
Serial Number:	85127450	IDOL
Serial Number:	85240322	IDOL PROM
Serial Number:	85240311	IDOL PROM
Serial Number:	85240336	IDOL PROM
Serial Number:	85085995	CELEBRITY IDOL
Serial Number:	77843720	STAND-UP COMEDY HALL OF FAME

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-37702
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/30/2012

Total Attachments: 59  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 9, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of Goldman Sachs Bank USA, as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

**WHEREAS**, the Grantors are party to (a) a U.S. Collateral Agreement dated as of December 9, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among CKX Entertainment, Inc. (the "Borrower"), CKX, Inc. (the "Company"), each other Subsidiary of the Borrower identified therein and the Administrative Agent and (b) a Second Lien Term Loan Agreement, dated as of December 9, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time), among the Borrower, the Company, the Lenders party thereto from time to time and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Second Lien Collateral Agreement and used herein have the meaning given to them in the Second Lien Collateral Agreement.

### **SECTION 2. Grant of Security Interest**

**SECTION 2.1 Grant of Security.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all

extensions or renewals thereof, including those set forth on Schedule A under the heading "Trademark Registrations and Applications"; and

(b) all goodwill associated therewith or symbolized thereby.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office on the basis of a Grantor's intent to use any such mark pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a), at which point the security interest granted herein shall attach to each such application.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Collateral 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 Agreement is deemed to conflict with the Second Lien Collateral Agreement, the provisions of the Second Lien Collateral Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

**SECTION 5. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

**SECTION 6. Subject to Intercreditor Agreement**

**Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties under and as defined in the Second Lien Intercreditor Agreement dated as of December 9, 2011, among CKX Entertainment, Inc., CKX, Inc., the other Grantors party thereto, Goldman Sachs Bank USA, as Senior Collateral Agent and Senior Representative for the Credit Agreement Secured Parties, Goldman Sachs Bank USA, as Senior Collateral Agent and Senior Representative for the First Lien Term Loan Secured Parties, and Goldman Sachs**



Bank USA, as Second Priority Collateral Agent and Second Priority Representative for the Second Lien Term Loan Secured Parties, and the additional Representatives and Collateral Agents from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Intercreditor Agreement"), including liens and security interests (a) granted to Goldman Sachs Bank USA, as administrative agent, pursuant to or in connection with the Credit Agreement dated as of June 21, 2011, as amended and restated as of December 9, 2011 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CKX Entertainment, Inc., CKX, Inc., the lenders party thereto from time to time, and Goldman Sachs Bank USA, as administrative agent (the "Credit Agreement Administrative Agent") and swingline lender, and (b) granted to Goldman Sachs Bank USA, as administrative agent, pursuant to or in connection with the First Lien Term Loan Agreement dated as of December 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Term Loan Agreement"), among CKX Entertainment, Inc., CKX, Inc., the lenders party thereto from time to time, and Goldman Sachs Bank USA, as administrative agent (the "First Lien Term Loan Administrative Agent"), and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern.

[Remainder of page intentionally left blank]

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

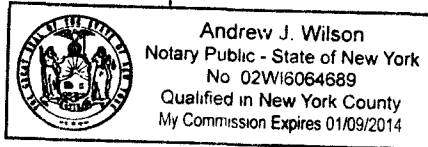
**CKX ENTERTAINMENT, INC.**

By: Kelly Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX Entertainment, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004706 FRAME: 0868**

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

CKX, INC.

By:

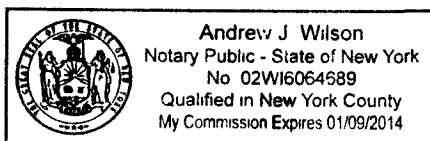
Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York,

COUNTY OF New York) ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004706 FRAME: 0869

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

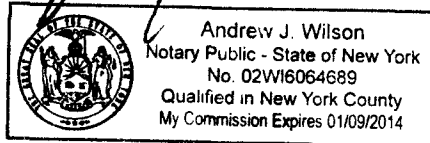
**CKX ENTERTAINMENT OFFEROR, LLC**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX Entertainment Offeror, LLC, who being by me duly sworn did depose and say that she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said limited liability company.

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



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004706 FRAME: 0870

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

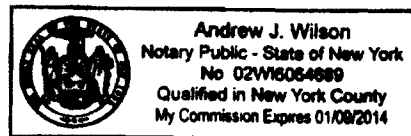
**CKX ENTERTAINMENT UK LIMITED**

By: Kelly Portaro  
Name:  
Title:

STATE OF New York )  
COUNTY OF New York ) ss.

On this 29<sup>th</sup> day of November, 2011 before me personally appeared Kelly Portaro, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX Entertainment UK Limited, who being by me duly sworn did depose and say that she is a duly authorized attorney of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

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

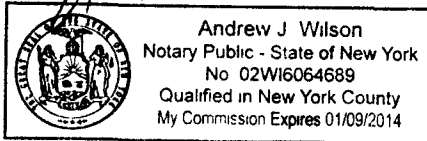
**CKX ENTERTAINMENT CAYMAN LIMITED**

By: Kelly Pontano  
Name: Kelly S. Pontano  
Title: Authorized Signatory

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX Entertainment Cayman Limited, who being by me duly sworn did depose and say that she is an authorized signatory of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said company.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

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

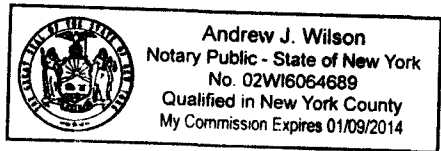
**G.O.A.T., INC.**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York )  
COUNTY OF New York )      ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of G.O.A.T., Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004706 FRAME: 0873**

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

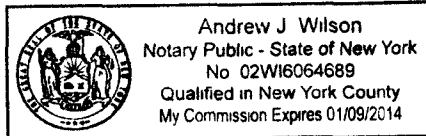
**CKX G.O.A.T. HOLDING CORP.**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York )  
COUNTY OF New York )      ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX G.O.A.T Holding Corp., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004706 FRAME: 0874



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

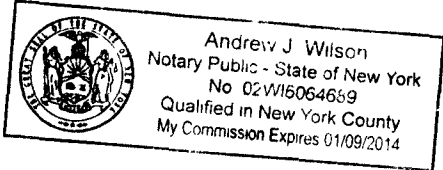
**EPE HOLDING CORPORATION**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EPE Holding Corporation, who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.


Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

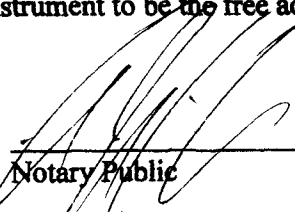
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

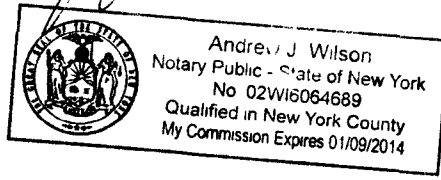
**FOCUS ENTERPRISES, INC.**

By:   
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Focus Enterprises, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

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

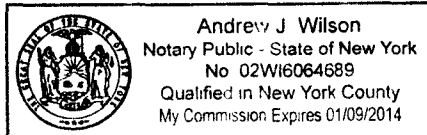
**STEP TECO, INC.**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York )  
COUNTY OF New York ) ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Step Teco, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004706 FRAME: 0877**

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

**MORRA, BREZNER, STEINBERG & TENENBAUM ENTERTAINMENT, INC.**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York,  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Morra, Brezner, Steinberg & Tenenbaum Entertainment, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



Andrew J. Wilson  
Notary Public - State of New York  
No 02W16064689  
Qualified in New York County  
My Commission Expires 01/09/2014

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004706 FRAME: 0878**

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

**UNCLE DAVE'S BOONDOGGLE, INC.**

By:

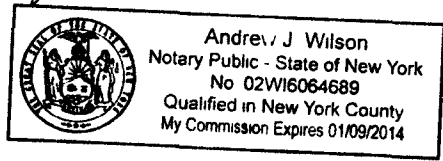
Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York

COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Uncle Dave's Boondoggle, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

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

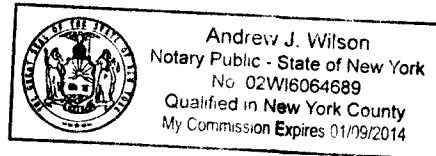
19 ENTERTAINMENT, INC.

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York )  
COUNTY OF New York ) ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Entertainment, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004706 FRAME: 0880

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

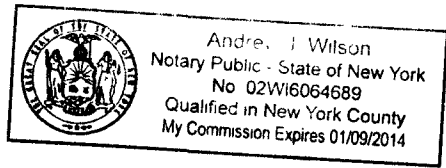
**ON THE ROAD PRODUCTIONS**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of On the Road Productions, who being by me duly sworn did depose and say that she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

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

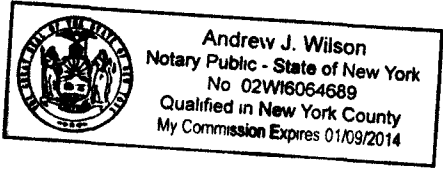
**19 TOURING LLC**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Touring LLC, who being by me duly sworn did depose and say that she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said limited liability company.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]



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


**DANCE NATION PRODUCTIONS INC.**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 27<sup>th</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dance Nation Productions Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

 Andre. J. Wilson  
Notary Public - State of New York  
No 02W16064689  
Qualified in New York County  
My Commission Expires 01/09/2014

[Signature Page to Second Lien Trademark Security Agreement]



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

**19 RECORDING SERVICES, INC.**


By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York

COUNTY OF New York ss.

On this 02<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Recording Services, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public

 Andrew J. Wilson  
Notary Public - State of New York  
No 02W16064689  
Qualified in New York County  
My Commission Expires 01/09/2014

[Signature Page to Second Lien Trademark Security Agreement]

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


**J2K PRODUCTIONS, INC.**

By: *Kelly S. Pontano*  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J2K Productions, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

*[Signature]*  
Notary Public

 Andrew J. Wilson  
Notary Public - State of New York  
No 02WI6064689  
Qualified in New York County  
My Commission Expires 01/09/2014

[Signature Page to Second Lien Trademark Security Agreement]

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


**ALL GIRL PRODUCTIONS**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of All Girl Productions, who being by me duly sworn did depose and say that she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public

 Andrew J. Wilson  
Notary Public - State of New York  
No 02WI6064689  
Qualified in New York County  
My Commission Expires 01/09/2014

[Signature Page to Second Lien Trademark Security Agreement]

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

**19 RECORDINGS, INC.**

By:

Kelly S. Pontano

Name: Kelly S. Pontano

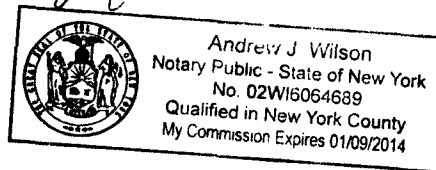
Title: Vice President and Secretary

STATE OF New York

COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Recordings, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004706 FRAME: 0888**

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

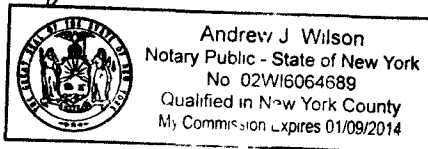
**THIS LAND PRODUCTIONS, INC.**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of This Land Productions, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004706 FRAME: 0889**

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

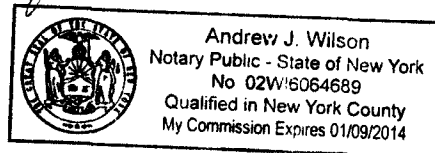
**CTA PRODUCTIONS, INC.**

By: Kelly Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CTA Productions, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004706 FRAME: 0890**



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

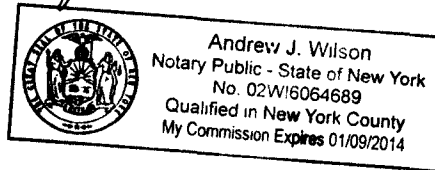
**MASTERS OF DANCE PRODUCTIONS INC.**

By: Kelly Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 27<sup>th</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Masters of Dance Productions Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004706 FRAME: 0891**

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

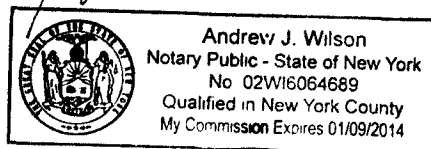
**SYTYCD DVD PRODUCTIONS INC.**

By: Kelly Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SYTYCD DVD Productions Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Andrew J. Wilson  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004706 FRAME: 0892**

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


**CKX HOLDING CORP.**

By: Kelly S. Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York )  
COUNTY OF New York ) ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX Holding Corp., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

 Andrew J. Wilson  
Notary Public - State of New York  
No 02WI6064689  
Qualified in New York County  
My Commission Expires 01/09/2014

[Signature Page to Second Lien Trademark Security Agreement]

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

**IICD LLC**

By:

Kelly Pontano

Name: Kelly S. Pontano

Title: Vice President and Secretary


STATE OF New York

COUNTY OF New York

ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IICD LLC., who being by me duly sworn did depose and say that she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company and that she acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]  
Notary Public

 Andrew J. Wilson  
Notary Public - State of New York  
No 02WI6064689  
Qualified in New York County  
My Commission Expires 01/09/2014

[Signature Page to Second Lien Trademark Security Agreement]

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

**THE COMEDY HALL OF FAME, LLC**

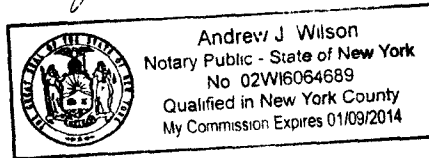
By: its Member, CKX, INC.

By: Kelly Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 22<sup>nd</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Comedy Hall of Fame, LLC, who being by me duly sworn did depose and say that she is an authorized officer of CKX, Inc., which is the managing member of said company, that the said instrument was signed on behalf of said company as authorized by its managing member and that she acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

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

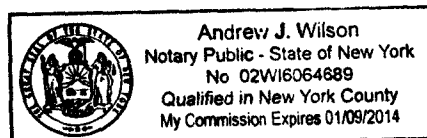
**19 ENTERTAINMENT WORLDWIDE LLC**

By: Kelly Pontano  
Name: Kelly S. Pontano  
Title: Vice President and Secretary

STATE OF New York  
COUNTY OF New York ss.

On this 27<sup>th</sup> day of November, 2011 before me personally appeared Kelly S. Pontano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Entertainment Worldwide LLC, who being by me duly sworn did depose and say that she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]

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

**CKX UK HOLDINGS LIMITED**

By: \_\_\_\_\_

Name: Kraig G. Fox

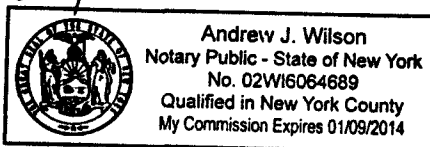
Title: Director

STATE OF New York

COUNTY OF New York ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CKX UK Holdings Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

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



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004706 FRAME: 0897

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

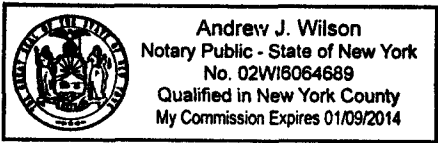
**19 ENTERTAINMENT LIMITED**

By: \_\_\_\_\_  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Entertainment Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

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





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

**19 RECORDINGS LIMITED**

By: \_\_\_\_\_  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Recordings Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public



Andrew J. Wilson  
Notary Public - State of New York  
No. 02WI6064689  
Qualified in New York County  
My Commission Expires 01/09/2014

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004706 FRAME: 0899

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

19 TV LIMITED

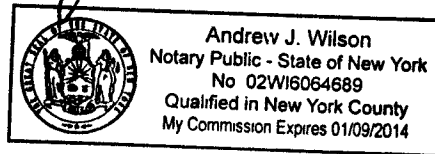
By: \_\_\_\_\_  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 TV Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

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



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004706 FRAME: 0900

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

**19 MERCHANDISING LIMITED**

By: \_\_\_\_\_  
Name: Kraig G. Fox  
Title: Director


STATE OF New York

COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Merchandising Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

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

 Andrew J. Wilson  
Notary Public - State of New York  
No. 02W18064689  
Qualified in New York County  
My Commission Expires 01/09/2014

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

**19 MANAGEMENT LIMITED**


By: [Signature]  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Management Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public

 Andrew J. Wilson  
Notary Public - State of New York  
No. 02W16064689  
Qualified in New York County  
My Commission Expires 01/09/2014

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

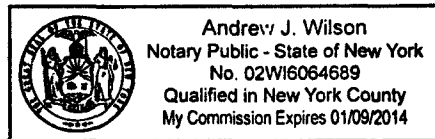
**19 PRODUCTIONS LIMITED**

By: [Signature]  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Productions Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public



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

19 BRANDS LIMITED

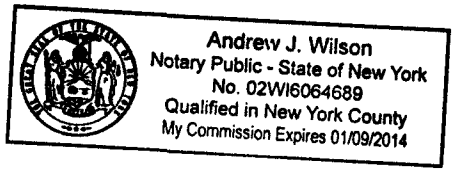
By: [Signature]  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Brands Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public



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

19 LOVES MUSIC LIMITED


By: \_\_\_\_\_  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Loves Music Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

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

 Andrew J. Wilson  
Notary Public - State of New York  
No. 02W16064689  
Qualified in New York County  
My Commission Expires 01/09/2014

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

19 TOURING LIMITED

By: [Signature]  
Name: Kraig G. Fox  
Title: Director

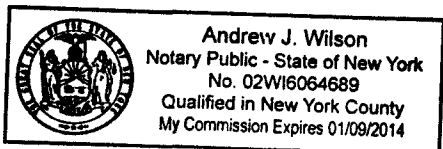
STATE OF New York

COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Touring Limited, who being by me duly sworn did depose and say that he is an authorized director of said Company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public



[Signature Page to Second Lien Trademark Security Agreement]



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

**19 ARTIST TOURS LIMITED**


By: [Signature]  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 19 Artist Tours Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public

 Andrew J. Wilson  
Notary Public - State of New York  
No. 02W16064689  
Qualified in New York County  
My Commission Expires 01/09/2014

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

**NATIVE MANAGEMENT LIMITED**

By: \_\_\_\_\_  
Name: Kraig G. Fox  
Title: Director

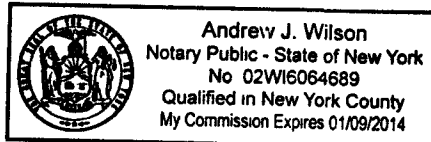
STATE OF New York

COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Native Management Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

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



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004706 FRAME: 0908

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

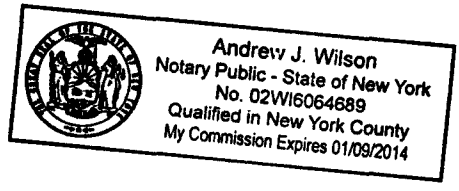
**NATIVE SONGS LIMITED**

By: \_\_\_\_\_  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Native Songs Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

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



[Signature Page to Second Lien Trademark Security Agreement]

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

**DOUBLE VISION FILM LIMITED**

By: [Signature]  
Name: Kraig G. Fox  
Title: Director

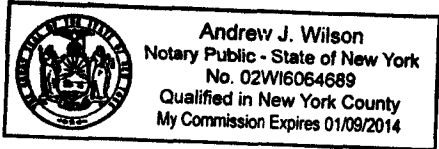
STATE OF New York

COUNTY OF New York

ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Double Vision Film Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public



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

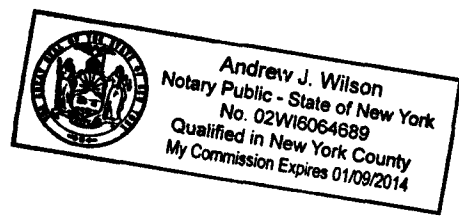
**FREEDOM MEDIA LIMITED**

By: \_\_\_\_\_  
Name: Kraig G. Fox  
Title: Director

STATE OF New York  
COUNTY OF New York ss.

On this 21<sup>st</sup> day of November, 2011 before me personally appeared Kraig G. Fox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Freedom Media Limited, who being by me duly sworn did depose and say that he is an authorized director of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

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



Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Administrative Agent

By: 

Name: Robert Ehudin  
Title: Authorized Signatory

**SCHEDULE A**  
to  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**I. Trademarks**

<b>Owner (and Co-Owner, if any)</b>	<b>Registered Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Status</b>	<b>Registration/ Renewal/ Expiration Date</b>	<b>Governmental Authority (if non-US trademark)</b>
19 Entertainment Limited  dick clark productions, inc.	19 Entertainment Limited  dick clark productions, inc.	SYTYCD	3919384	Registered	15-Feb-11	
19 Entertainment Limited	19 Entertainment Limited	IF I CAN DREAM	3870192	Registered Section 44(D)	2-Nov-10	
19 Entertainment Limited	19 Entertainment Limited	IF I CAN DREAM	3870191	Registered Section 44(D)	2-Nov-10	
19 Entertainment Limited  dick clark productions, inc.	19 Entertainment Limited  dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3743805	Registered Section 44(D)	2-Feb-10	
19 Entertainment Limited  dick clark productions, inc.	19 Entertainment Limited  dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3387351	Registered	26-Feb-08	
19 Entertainment Limited  dick clark productions, inc.	19 Entertainment Limited  dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3458648	Registered	1-Jul-08	
19 Entertainment Limited  dick clark productions, inc.	19 Entertainment Limited  dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3194223	Registered	2-Jan-07	

19 Entertainment Limited  dick clark productions, inc.	19 Entertainment Limited  dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3700424	Registered	20-Oct-09	
19 Entertainment Limited  dick clark productions, inc.	19 Entertainment Limited  dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3648958	Registered	30-Jun-09	
19 Entertainment Limited  dick clark productions, inc.	19 Entertainment Limited  dick clark productions, inc.	SO YOU THINK YOU CAN DANCE	3193211	Registered	2-Jan-07	
19 Entertainment Limited	19 Entertainment Limited	CARRIE UNDERWOOD	3415693	Registered	22-Apr-08	
19 Entertainment Limited	19 Entertainment Limited	I LOVE MUSIC	3175964	Registered Section 44(D)	28-Nov-06	
19 Entertainment Limited	19 Entertainment Limited	AMERICAN JUNIORS	2975254	Registered	26-Jul-05	
19 Entertainment Limited	19 Entertainment Limited	AMERICAN JUNIORS	2975256	Registered	26-Jul-05	
19 Entertainment Limited	19 Entertainment Limited	AMERICAN JUNIORS	2836545	Registered	27-Apr-04	
19 Entertainment Limited	19 Entertainment Limited	KELLY CLARKSON	3275995	Registered	7-Aug-07	
19 TV Limited  FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3204113	Registered	30-Jan-07	
19 TV Limited  FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3342055	Registered	20-Nov-07	
19 TV Limited  FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3350013	Registered	4-Dec-07	



Inc.						
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3911371	Registered	25-Jan-11	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3357980	Registered	18-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3416143	Registered	22-Apr-08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3845238	Registered	7-Sept-10	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	2959920	Registered	7-Jun-05	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3845240	Registered	7-Sept-10	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3550806	Registered	23-Dec-08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3064528	Registered	28-Feb-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3845239	Registered	7-Sept-10	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3561850	Registered	13-Jan-09	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3257662	Registered	3-Jul-07	

Inc.						
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3683826	Registered	15-Sep-09	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3493354	Registered	26-Aug-08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3353040	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3114786	Registered	11-Jul-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	2751431	Registered	12-Aug-03	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	2951733	Registered	17-May-05	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3627986	Registered	26-May-09	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3181455	Registered	5-Dec-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3101422	Registered	6-Jun-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3485531	Registered	12-Aug-08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3319294	Registered	23-Oct-07	

Inc.						
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	2715725	Registered	13-May-03	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	2955077	Registered	24-May-05	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3142771	Registered	12-Sept-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3146138	Registered	19-Sept-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3613333	Registered	28-Apr-09	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3037638	Registered	3-Jan-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3062247	Registered	28-Feb-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL REWIND	3204688	Registered	30-Jan-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	MILITARY IDOL	3244319	Registered	22-May-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	2863808	Registered	13-July-04	
19 TV Limited FremantleMedia	FremantleMedia North America, Inc.	AMERICAN IDOL	3295322	Registered	18-Sept-07	

North America, Inc.						
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3330238	Registered	6-Nov-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3330275	Registered	6-Nov-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3353263	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	3366823	Registered	8-Jan-08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL EXTRA	3171505	Registered	14-Nov-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL	3352837	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL CAMP	3404390	Registered	1-Apr-08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL GIVES BACK	3821023	Registered	20-Jul-10	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL GIVES BACK	3814292	Registered	6-Jul-10	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL GIVES BACK Logo	3870662	Registered	2-Nov-10	
19 TV Limited FremantleMedia	FremantleMedia North America, Inc.	IDOL GIVES BACK Logo	3870661	Registered	2-Nov-10	

North America, Inc.						
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL SEARCH	3495061	Registered	2-Sept-08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL TONIGHT	3171630	Registered	14-Nov-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	MYIDOL	3870660	Registered	2-Nov-10	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	CELEBRITY IDOL	85/085989	Official action	15-Jul-10 (filing date)	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	CELEBRITY IDOL	85/085999	Official action	15-Jul-10 (filing date)	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	MOM IDOL logo	3879172	Registered	23-Nov-10	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	MOM IDOL	3847886	Registered	14-Sept-10	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	THE SEARCH FOR A SUPERSTAR	2864931	Registered	20-Jul-04	
19 Entertainment Limited	19 Entertainment Limited	IF I CAN DREAM	3924469	Registered	1-Mar-11	
19 Entertainment Limited	19 Entertainment Limited	IF I CAN DREAM	3924468	Registered	1-Mar-11	

## II. Trademark Applications

Owner (and Co-Owner, if any)	Applicant	Mark	Application Number	Status	Date Filed	Governmental Authority (if non-US trademark application)
19 Entertainment Limited	19 Entertainment Limited	19	85209777	Pending	4-Jan-11	
19 Entertainment Limited	19 Entertainment Limited	19	85209796	Pending	4-Jan-11	
19 Entertainment Limited	19 Entertainment Limited	DAVID COOK	77597528	Published (Pending) Intent to Use	21-Oct-08	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL CHATTER	85/335822	Published (Pending)	1-June-11	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL GIVEAWAY	85/329943	Published (Pending)	25-May-11	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/305488	Abandoned	16-Oct-07	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	1423817	Revived	11-Jun-09	
19 TV Limited  Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/052386	Abandoned	28-Nov-06	

Inc.						
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/160196	Allowed	18-Apr-07	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL HALL OF FAME	85/085984	Allowed	16-Jul-10	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	WORLD IDOL	77/630308	Allowed	10-Dec-08	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/466419	Abandoned	6-May-08	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL	78/827549	Allowed	2-Mar-06	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL	85/127450	Pending	11-Sep-10	
19 TV Limited Fremantle Media North	FremantleMedia North America, Inc.	IDOL PROM	85/240322	Allowed	11-Feb-11	

America, Inc.						
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL PROM	85/240311	Allowed	11-Feb-11	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	IDOL PROM	85/240336	Allowed	11-Feb-11	
19 TV Limited Fremantle Media North America, Inc.	FremantleMedia North America, Inc.	CELEBRITY IDOL	85/085995	Allowed	16-Jul-10	
The Comedy Hall of Fame, LLC	The Comedy Hall of Fame, LLC	Stand-Up Comedy Hall of Fame	77843720	Suspended	10-Oct-09	

{{3313201}}