

01/07/2013



DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

103653516

RECORDATION SHEET
TRADEMARKS 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):

Goldman Sachs Bank USA

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Chartered Bank
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 09/28/2012

- Assignment
- Security Agreement
- Other Assignment of First Lien Grant of Security Interest in Trademarks
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: OneWest Bank, FSB

Street Address: 888 East Walnut Street

City: Pasadena

State: California

Country: USA Zip: 91101

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Federal Savings Bank Other United States of America Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See attachment

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gail I. Nevius Abbas, Esq.

Internal Address: Manatt, Phelps & Phillips, LLP

Street Address: 1841 Page Mill Road
Suite 200

City: Palo Alto

State: California Zip: 94304

Phone Number: (650) 812-1300

Docket Number: 43362-058

Email Address: patrademarks@manatt.com

6. Total number of applications and registrations involved:

93

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2340.00 *paid*

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501847

Authorized User Name Patricia Picou Green

9. Signature: A. Patricia Picou Green
Signature

09/28/12

Date

Patricia Picou Green, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 26

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004960 FRAME: 0284

MLO 9-28-12
Record as 8

SCHEDULE A
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

I. Trademarks

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

{13363024}

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.	SO YOU THINK YOU CAN DANCE	3700121	Registered	20-Oct-09	
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.	SO YOU THINK YOU CAN DANCE	3193211	Registered	2 Jan 07	
19 Entertainment Limited	CARRIE UNDERWOOD	3415693	Registered	22-Apr 08	
19 Entertainment Limited	I LOVE MUSIC	3175964	Registered Section 44(D)	28-Nov-06	
19 Entertainment Limited	AMERICAN JUNIORS	2975254	Registered	26-Jul-05	
19 Entertainment Limited	AMERICAN JUNIORS	2975256	Registered	26-Jul-05	
19 Entertainment Limited	AMERICAN JUNIORS	2836545	Registered	27-Apr-04	
19 Entertainment Limited	KELLY CLARKSON	3275995	Registered	7 Aug 07	

{2363024}

19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3204113	Registered	30-Jan-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3342055	Registered	20-Nov-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3350013	Registered	4-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3911371	Registered	25-Jan-11	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3357980	Registered	18-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3416143	Registered	22-Apr-08	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3845238	Registered	7-Sept-10	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	2959920	Registered	7-Jun-05	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3845240	Registered	7-Sept-10	

{3363024}

19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3550806	Registered	23-Dec-08	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3064528	Registered	28-Feb-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3845239	Registered	7-Sept-10	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3561850	Registered	13-Jan-09	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3257662	Registered	3-Jul-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3683826	Registered	15-Sep-09	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3493354	Registered	26-Aug-08	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3353040	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3114786	Registered	11-Jul-06	

{{163024}}

19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	2751431	Registered	12-Aug-03	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	2951733	Registered	17-May-05	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3627986	Registered	26-May-09	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3181455	Registered	5-Dec-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3101422	Registered	6-Jun-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3485531	Registered	12-Aug-08	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3319294	Registered	23-Oct-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	2715725	Registered	13-May-03	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	2955077	Registered	24-May-05	
19 TV Limited	AMERICAN	3142771	Registered	12-Sept-06	

(1336302+1)

FremantleMedia North America, Inc.	IDOL LOGO				
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3146138	Registered	19-Sept-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3613333	Registered	28-Apr-09	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3037638	Registered	3-Jan-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL LOGO	3062247	Registered	28-Feb-06	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL REWIND	3204688	Registered	30-Jan-07	
19 TV Limited FremantleMedia North America, Inc.	MILITARY IDOL	3244319	Registered	22-May-07	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	2863808	Registered	13-July 01	
19 TV Limited FremantleMedia North America, Inc.	AMERICAN IDOL	3295322	Registered	18-Sept-07	
19 TV Limited	AMERICAN	3330238	Registered	6-Nov-07	

{13363024}

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

{385029}

FremantleMedia North America, Inc.					
19 TV Limited FremantleMedia North America, Inc.	IDOL GIVES BACK Logo	3870661	Registered	2-Nov-10	
19 TV Limited FremantleMedia North America, Inc.	IDOL SEARCH	3495061	Registered	2-Sept-08	
19 TV Limited FremantleMedia North America, Inc.	IDOL TONIGHT	3171630	Registered	14-Nov-06	
19 TV Limited FremantleMedia North America, Inc.	MYIDOL	3870660	Registered	2-Nov-10	
19 TV Limited FremantleMedia North America, Inc.	CELEBRITY IDOL	85/085989	Official action	15-Jul-10 (filing date)	
19 TV Limited FremantleMedia North America, Inc.	CELEBRITY IDOL	85/085999	Official action	15-Jul-10 (filing date)	
19 TV Limited FremantleMedia North America, Inc.	MOM IDOL logo	3879172	Registered	23-Nov-10	
19 TV Limited FremantleMedia North America, Inc.	MOM IDOL	3847886	Registered	14-Sept-10	

[[316-0229]]

19 TV Limited FremantleMedia North America, Inc.	THE SEARCH FOR A SUPERSTAR	2864931	Registered	20-Jul-04	
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Date reflects trademark renewal date in respective IP registry

II. Trademark Applications

Owner (and Co- Owner, if any)	Applicant	Mark	Application Number	Status	Date Filed	Government al 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	IF I CAN DREAM	77644802	Published (Pending)	7-Jan-09	
19 Entertainment Limited	19 Entertainment Limited	IF I CAN DREAM	77643232	Published (Pending)	5 Jan-09	
19 Entertainment Limited	19 Entertainment Limited	DAVID COOK	77597528	Published (Pending) Intent to Use	21-Oct-08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL CHATTE R	85/335822	Application filed on June 1, 2011	1 June-11	
19 TV Limited	FremantleMedia North	IDOL GIVEAW	85/329943	Application filed on	25-May-11	

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FremantleMedia North America, Inc.	America, Inc.	AY		May 25, 2011		
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/305488	Allowed	16-Oct-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	1423817	Revived	11-Jun-09	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/052386	Allowed	28-Nov-06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/160196	Allowed	18-Apr-07	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL HALL OF FAME	85/085984	Published	16-Jul-10	

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19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	WORLD IDOL	77/630308	Allowed	10-Dec-08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	AMERICAN IDOL	77/466419	Allowed	6-May 08	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL	78/27549	Allowed	2-Mar 06	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL	85/127450	Suspended	11-Sep-10	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL PROM	85/240322	Pending	11-Feb-11	
19 TV Limited FremantleMedia North America, Inc.	FremantleMedia North America, Inc.	IDOL PROM	85/240311	Pending	11-Feb-11	

(33630241)

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

Date reflects trademark renewal date in respective IP registry

{036024}

EXECUTION COPY

**ASSIGNMENT OF FIRST LIEN GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS ASSIGNMENT OF FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of September 28, 2012 (this "*Assignment*"), is made by GOLDMAN SACHS BANK USA, as Existing Agent under the First Lien Trademark Security Agreement referred to below (in such capacity, the "*Assignor*"), in favor of ONEWEST BANK, PSB, as Successor Agent (in such capacity, the "*Assignee*").

A. Reference is made to (i) 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 through the date hereof, the "*Credit Agreement*"), among CORE Media Group, Inc. (f/k/a CKX, Inc., the "*Borrower*"), CORE Entertainment Inc. (f/k/a CKX Entertainment, Inc., "*Intermediate Holdings*"), the lenders party thereto and Goldman Sachs Bank USA, as the administrative agent (the "*Administrative Agent*"), (ii) the U.S. Collateral Agreement dated as of June 21, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*First Lien Collateral Agreement*"), among the Borrower, Intermediate Holdings, each other Subsidiary of Intermediate Holdings identified therein and the Administrative Agent (iii) the First Lien Trademark Security Agreement dated as of June 21, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*First Lien Trademark Security Agreement*"), made by the Borrower and each entity identified as grantors on the signature pages thereto (each a "*Grantor*", and collectively, the "*Grantors*"), in favor of the Assignor, recorded with the United States Patent and Trademark Office on June 29, 2011, at Reel 004571 and Frame 0920, and (iv) the Successor Agent Agreement dated as of September 26, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "*Successor Agent Agreement*") among the Assignor, the Assignee, the Borrower and the Grantors. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the First Lien Trademark Security Agreement.

B. Pursuant to the First Lien Collateral Agreement and the First Lien Trademark Security Agreement, the Grantor granted to the Assignor a security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral.

C. Pursuant to the Successor Agent Agreement, effective as of the date hereof, the Assignor is resigning as (i) Administrative Agent under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), (ii) Credit Agreement Collateral Agent and Authorized Representative for the Credit Agreement Secured Parties under the First Lien Intercreditor Agreement (as defined in the Credit Agreement); and (iii) Credit Agreement Collateral Agent and Senior Representative for the Credit Agreement Secured Parties under the Second Lien Intercreditor Agreement (as defined in the Credit Agreement), and the Assignee will be the (i) Administrative Agent under the Credit Agreement and the other Loan Documents, (ii) Credit Agreement Collateral Agent and Authorized Representative for the Credit Agreement Secured Parties under the First Lien Intercreditor Agreement; and (iii) Credit Agreement Collateral Agent and Senior Representative for the Credit Agreement Secured Parties under the Second Lien Intercreditor Agreement.

[[306024]]

**TRADEMARK
REEL: 004960 FRAME: 0297**

D. In connection with the foregoing, the parties hereto desire to enter into this Assignment in order to evidence the Assignor's assignment to the Assignee of all of the Assignor's right, title and interest in, to and under the Trademark Collateral, including the Trademarks and Trademark Applications set forth on Schedule A.

AGREEMENT

The Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to the Assignee, all of the Assignor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the security interest granted by the Grantors to the Assignor in and to all of the Grantors' right, title and interest in, to and under the Trademark Collateral. Such assignment is made without recourse to, or representation or warranty by, the Assignor.


This Assignment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. Sections 13 and 17 of the Successor Agent Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GOLDMAN SACHS BANK USA, as Assignor

By: 
Name: Anisha Mathotra
Title: Authorized Signatory

ONEWEST BANK, FSB, as Assignee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Signature Page to Assignment of First Lien Trademark Security Agreement)

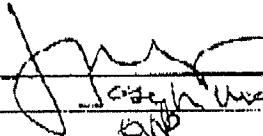
[[2363024]]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GOLDMAN SACHS BANK USA, as Assignor

By: _____
Name: _____
Title: _____

ONEWEST BANK, FSD, as Assignee

By:  _____
Name: Joseph Wolf
Title: VP

By: _____
Name: _____
Title: _____

[Signature Page to Assignment of First Lien Trademark Security Agreement]

[35690241]

ACKNOWLEDGEMENT AND CONSENT

The Grantor hereby acknowledges and consents to the assignment of the First Lien Trademark Security Agreement by the Assignor to the Assignee as contemplated by this Assignment.

DATED as of the _____ day of _____, 2012.

CORE Entertainment Cayman Limited

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

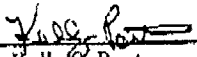
THE COMEDY HALL OF FAME, LLC
By: its Member, CORE Media Group Inc.

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

[Signature Page to Assignment of First Lien Trademark Security Agreement]

{13303024}

19 ENTERTAINMENT, INC.
19 ENTERTAINMENT WORLDWIDE
LLC
19 PUBLISHING INC.
19 RECORDINGS, INC.
19 RECORDING SERVICES, INC.
19 TOURING LLC
A.I. GIRL PRODUCTIONS
CORE ENTERTAINMENT INC.
CORE ENTERTAINMENT OFFEROR
LLC
CORE HOLDING CORP.
CORE MEDIA GROUP INC.
CORE G.O.A.T. HOLDING CORP
CTA PRODUCTIONS, INC.
DANCE NATIONS PRODUCTIONS, INC.
G.O.A.T., INC.
EPE HOLDING CORPORATION
FOCUS ENTERPRISES, INC.
J2K PRODUCTIONS, INC.
MASTERS OF DANCE PRODUCTIONS
INC.
MORRA BREZNER, STEINBERG &
TENENBAUM ENTERTAINMENT,
INC.
ON THE ROAD PRODUCTIONS
SOUTHSIDE PRODUCTIONS INC.
STEPTECO, INC.
SYTYCD DVD PRODUCTIONS, INC.
THIS LAND PRODUCTIONS, INC.
UNCLE DAVE'S BOONDOGGLE, INC.
HCD, LLC


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

[Signative Page to Assignment of First Lien Trademark Security Agreement]


[[3363074]]

TRADEMARK
REEL: 004960 FRAME: 0302

SHARP DIGITAL, LLC
By: its Manager, Sharp Entertainment, LLC

By: 
Name: Robert Larson
Title: Executive Vice President

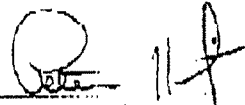
SHARP ENTERTAINMENT, LLC

By: 
Name: Robert Larson
Title: Executive Vice President


[Signature Page to Assignment of First Lien Trademark Security Agreement]

[[3763024]]

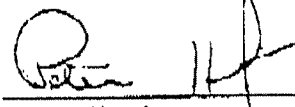
19 ARTIST TOURS LIMITED,

By: 
Name: Peter Hurwitz
Title: Director


19 BRANDS LIMITED,

By: 
Name: Peter Hurwitz
Title: Director


19 ENTERTAINMENT LIMITED,

By: 
Name: Peter Hurwitz
Title: Director

19 LOVES MUSIC LIMITED,

By: 
Name: Peter Hurwitz
Title: Director

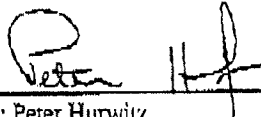
19 MANAGEMENT LIMITED,

By: 
Name: Peter Hurwitz
Title: Director

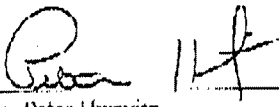
[Signature Page to Assignment of First Lien Trademark Security Agreement]

[[1167024]]

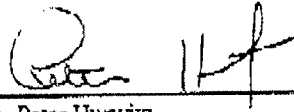
19 MERCIANDISING LIMITED,

By: 
Name: Peter Hurwitz
Title: Director

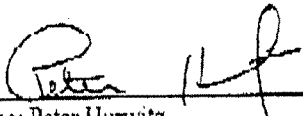
19 PRODUCTIONS LIMITED,

By: 
Name: Peter Hurwitz
Title: Director

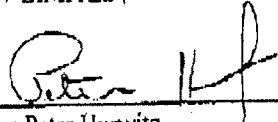
19 RECORDINGS LIMITED,

By: 
Name: Peter Hurwitz
Title: Director

19 TOURING LIMITED,

By: 
Name: Peter Hurwitz
Title: Director

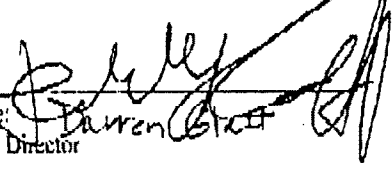
19 TV LIMITED,

By: 
Name: Peter Hurwitz
Title: Director

(Signature Page to Assignment of First Lien Trademark Security Agreement)

{1363024}

CORE ENTERTAINMENT UK LIMITED,

By: 
Name: Lauren Grant
Title: Director

CORE MG UK HOLDINGS LIMITED,

By: _____
Name: Peter Hurwitz
Title: Director

DOUBLE VISION FILM LIMITED,

By: _____
Name: Peter Hurwitz
Title: Director

FREEDOM MEDIA LIMITED,

By: _____
Name: Peter Hurwitz
Title: Director

NATIVE MANAGEMENT LIMITED,

By: _____
Name: Peter Hurwitz
Title: Director

[Signature Page to Assignment of First Lien Trademark Security Agreement]

(13303024)

CORE ENTERTAINMENT UK LIMITED,

By: _____
Name:
Title: Director

CORE MG UK HOLDINGS LIMITED,

By: Peter HF
Name: Peter Hurwitz
Title: Director

DOUBLE VISION FILM LIMITED,

By: Peter HF
Name: Peter Hurwitz
Title: Director

FREEDOM MEDIA LIMITED,

By: Peter HF
Name: Peter Hurwitz
Title: Director

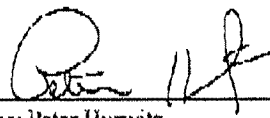
NATIVE MANAGEMENT LIMITED,

By: Peter HF
Name: Peter Hurwitz
Title: Director

[Signature Page to Assignment of First Lien Trademark Security Agreement]

[3363074]

NATIVE SONGS LIMITED,

By: 
Name: Peter Hurwitz
Title: Director

[Signature Page to Assignment of First Lien Trademark Security Agreement]

[[3363024]]

Form PTO-1594 (REV. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-28-12

1. Name of conveying party(ies):

Goldman Sachs Bank USA

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other a New York state chartered bank

Citizenship (see guidelines) New York

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 09/28/2012

- Assignment Merger
- Security Agreement Change of Name

Handwritten: Security agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: OneWest Bank, FSD

Street Address: 800 East Walnut Street

City: Pasadena

State: California

Country: USA Zip: 91104

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other federally chartered savings bank United States of America

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See attachment

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown).

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gail I. Novus Abbas, Esq.

Internal Address: Manatt, Phelps & Phillips, LLP

Street Address: 1841 Page Mill Road

Suite 200

City: Palo Alto

State: California Zip: 94304

Phone Number: (650) 812-1500

Docket Number: 43862-058

Email Address: patrademarks@manatt.com

6. Total number of applications and registrations involved:

92

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$2315.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501847

Authorized User Name Patricia Picou Green

9. Signature:

Handwritten signature: Patricia Picou Green

Signature

09/28/12

Date

Patricia Picou Green, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 26

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

CH \$2290.00 501847 85085989