

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ION Media Entertainment, Inc.		12/18/2013	CORPORATION: FLORIDA
ION Media Networks, Inc.		12/18/2013	CORPORATION: DELAWARE
Qubo Venture LLC		12/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
Open Mobile Ventures Corporation		12/18/2013	CORPORATION: FLORIDA
Airbox Television, Inc,		12/18/2013	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as collateral agent
<b>Street Address:</b>	383 Madison Avenue, Floor 24
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10179
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	3248009	DOC
Registration Number:	3562405	ION
Registration Number:	3562403	ION
Registration Number:	3442627	ION MEDIA NETWORKS
Registration Number:	3442624	ION MEDIA NETWORKS
Registration Number:	3562404	ION TELEVISION
Registration Number:	3568528	ION TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3850636	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3632982	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3768442	ION+ TELEVISION POSITIVELY ENTERTAINING

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Registration Number:	3768441	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3857892	ION TELEVISION HD
Registration Number:	3787746	TELEVISION IN MOTION
Registration Number:	3255844	QUBO
Registration Number:	3981058	NIGHT OWL QUBO CHANNEL
Registration Number:	4199260	AIRBOX
Registration Number:	4199204	AIRBOX
Registration Number:	3857891	ION TELEVISION HD
Registration Number:	3861761	ION TELEVISION HD
Registration Number:	3866328	ION LIFE
Registration Number:	3866329	ION LIFE
Registration Number:	4355102	ION LIFE
Registration Number:	4282223	AIRBOX
Registration Number:	4282221	AIRBOX
Registration Number:	4282222	AIRBOX
Serial Number:	85847503	OMVION
Serial Number:	85804476	IONSHOP
Serial Number:	85834624	ION LOUNGE
Registration Number:	3260791	QUBO

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Elaine Carrera

Signature:

/Michael Barys TR/

Date:

12/20/2013

Total Attachments: 7

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**TRADEMARK**  
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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of December 18, 2013, by ION MEDIA ENTERTAINMENT, INC., ION MEDIA NETWORKS, INC., QUBO VENTURE LLC, OPEN MOBILE VENTURES CORPORATION and AIRBOX TELEVISION, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

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

Very truly yours,

ION MEDIA ENTERTAINMENT, INC.

By: [Signature]  
Name: Brandon Burgess  
Title: President

ION MEDIA NETWORKS, INC.

By: [Signature]  
Name: Brandon Burgess  
Title: CEO

QUBO VENTURE LLC

By: [Signature]  
Name: Brandon Burgess  
Title: President

OPEN MOBILE VENTURES CORPORATION


By: [Signature]  
Name: Brandon Burgess  
Title: President

AIRBOX TELEVISION, INC.

By: [Signature]  
Name: Brandon Burgess  
Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: Gerardo B. Loera  
Title: Vice President

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

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
ION Media Entertainment, Inc.	3,248,009	DOC
ION Media Networks, Inc.	3,562,405	ION (stylized and/or w/design)
ION Media Networks, Inc.	3,562,403	ION (stylized and/or w/design)
ION Media Networks, Inc.	3,442,627	ion MEDIA NETWORKS (STYLIZED)
ION Media Networks, Inc.	3,442,624	ion MEDIA NETWORKS (STYLIZED)
ION Media Networks, Inc.	3,562,404	ION TELEVISION (stylized and/or w/design)
ION Media Networks, Inc.	3,568,528	ION TELEVISION POSITIVELY ENTERTAINING
ION Media Networks, Inc.	3,850,636	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design)
ION Media Networks, Inc.	3,632,982	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design)
ION Media Networks, Inc.	3,768,442	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design)
ION Media Networks, Inc.	3,768,441	ION TELEVISION POSITIVELY ENTERTAINING (stylized and/or with design) (color)
ION Media Networks, Inc.	3,857,892	ION + HD TELEVISION (stylized and/or with design)
ION Media Networks, Inc.	3,787,746	TELEVISION IN MOTION (Standard Characters)
Qubo Venture LLC	3,255,844	QUBO (standard characters)
Qubo Venture LLC	3,260,791	QUBO (stylized and/or design)
Qubo Venture LLC	3,981,058	NIGHT OWL (Standard Characters)
Airbox Television, Inc.	4,199,260	AIRBOX (stylized and/or with design)
Airbox Television, Inc.	4,199,204	AIRBOX (Standard Characters)
ION Media Networks, Inc.	3,857,891	ION + HD TELEVISION (stylized and/or with design)

Schedule I



OWNER	REGISTRATION NUMBER	TRADEMARK
ION Media Networks, Inc.	3,861,761	ION + HD TELEVISION (stylized and/or with design)
ION Media Networks, Inc.	3,866,328	ION LIFE (stylized and/or with design)
ION Media Networks, Inc.	3,866,329	ION LIFE (stylized and/or with design)
ION Media Networks, Inc.	4,355,102	ION LIFE (stylized and/or with design)
Airbox Television, Inc.	4,282,223	AIRBOX (Design + words, letters)
Airbox Television, Inc.	4,282,221	AIRBOX (Design + words, letters)
Airbox Television, Inc.	4,282,222	AIRBOX (Design + words, letters)

**Trademark Applications:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Open Mobile Ventures Corporation	85/847,503	OMVION (Standard Characters)
ION Media Networks, Inc.	85/804,476	IONSHOP (Standard Characters)
ION Media Networks, Inc.	85/834,624	ION LOUNGE (Stylized and/or with design)