

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309657

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SiTV, LLC	FORMERLY SiTV, Inc.	07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
Fuse Networks LLC		07/01/2014	LIMITED LIABILITY COMPANY: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>Internal Address:</b>	ATTN: SiTV, LLC Administrator
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 91

Property Type	Number	Word Mark
Registration Number:	4455120	WE ARE IT
Registration Number:	4458439	STAND UP & DELIVER
Registration Number:	4458440	STAND UP & DELIVER
Registration Number:	4518881	MODERN LATINO ENTERTAINMENT
Registration Number:	4530568	MODERN LATINO EXPERIENCE
Registration Number:	4400288	FIGHTFACTORY
Registration Number:	4530930	CURVY GIRLS
Registration Number:	4530929	CG CURVY GIRLS
Registration Number:	4511148	NUVO
Registration Number:	4438218	NUVOTV
Registration Number:	4227932	OPERATION: OSMIN
Registration Number:	4227933	OPERATION: OSMIN
Registration Number:	4173134	MODELLATINA LAS VEGAS
Registration Number:	4173135	MODELLATINA LAS VEGAS
Registration Number:	4165580	AMERICA'S NU VOICE
Registration Number:	4072041	LIVE BOLD
Registration Number:	3933022	MODEL LATINA NYC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3933023	MODEL LATINA NYC
Registration Number:	3788682	LATINO 101
Registration Number:	3931866	LATINO 101
Registration Number:	3808684	MODELLATINA
Registration Number:	3902275	MODELLATINA
Registration Number:	3823836	MODEL LATINA MIAMI
Registration Number:	3823837	MODEL LATINA MIAMI
Registration Number:	3705202	COMIC QUICKIES
Registration Number:	3696989	TAKE THE LEAD
Registration Number:	3696990	TAKE THE LEAD
Registration Number:	3615201	CRASH THE PARTIES
Registration Number:	3615202	CRASH THE PARTIES
Registration Number:	3582908	LUV CARMEN
Registration Number:	3576021	SITV
Registration Number:	3832464	TOTALLY AMERICAN, UNMISTAKABLY LATINO
Registration Number:	3636579	COMIC QUICKIES
Registration Number:	3588548	JAMMIN
Registration Number:	3588549	JAMMIN
Registration Number:	3713371	ML MODEL LATINA
Registration Number:	3703518	MODEL LATINA
Registration Number:	3600679	MODEL LATINA
Registration Number:	3616843	LUV CARMEN
Registration Number:	3911363	PASTPORT
Registration Number:	3323183	ON THE UP
Registration Number:	3354463	DATING FACTORY
Registration Number:	3354475	FLOW AND TELL
Registration Number:	3332314	UNACCEPTABLE BEHAVIOR
Registration Number:	3093039	BREAKFAST LUNCH AND DINNER
Registration Number:	2991951	SITV
Registration Number:	2917447	THE RUB
Registration Number:	2917448	THE DROP
Registration Number:	2918123	URBAN JUNGLE
Registration Number:	2889392	SI TV
Registration Number:	4348057	FUSE NEWS
Registration Number:	4084846	MAD GENIUS
Registration Number:	3935928	A DIFFERENT SPIN
Registration Number:	3935918	LAY IT DOWN
Registration Number:	3900480	FUSE WHERE MUSIC LIVES
Registration Number:	3900483	FUSE

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	3846472	FUSE HIP HOP INVASION
Registration Number:	3846473	ON THE RECORD WITH FUSE
Registration Number:	3743516	THE POP SHOW
Registration Number:	3767297	THE DAILY NOISE
Registration Number:	3800971	HIP HOP SHOP
Registration Number:	3800972	DISTORTION
Registration Number:	4309333	FUSE FESTIVALS
Registration Number:	4088220	FUSE
Registration Number:	3670542	FUSE EXCELLENT ADVENTURE
Registration Number:	3616968	GET YOUR MUSIC ON.
Registration Number:	3449343	THE SAUCE
Registration Number:	3449344	EXTRA SAUCE
Registration Number:	3453616	STEVEN'S UNTITLED ROCK SHOW
Registration Number:	3523450	URANIUM
Registration Number:	3332239	EMPIRE SQUARE
Registration Number:	3636824	FUSE MOBILE
Registration Number:	2870618	FUSE
Registration Number:	2849560	FUSE
Serial Number:	86273614	LOVE&SALSA
Serial Number:	86229436	ACROSS THE HALL
Serial Number:	86168026	LOVE AND SALSA
Serial Number:	86162002	KNOCKOUT
Serial Number:	86159463	NUVO HD
Serial Number:	86159464	NUVO HD
Serial Number:	86157675	HOUSE OF JOY
Serial Number:	86157696	A STEP AWAY
Serial Number:	86157697	A STEP AWAY
Serial Number:	86079086	NU POINT OF VIEW: THE EMERGING LATINO FI
Serial Number:	86079087	NUPOINT OF VIEW THE EMERGING LATINO FILM
Serial Number:	85924268	STAND UP & DELIVER
Serial Number:	85924269	STAND UP & DELIVER
Serial Number:	85979234	FIGHT FACTORY
Serial Number:	85419400	NUVOHD
Serial Number:	85167621	NUVO TV
Serial Number:	85823284	G-THING

**CORRESPONDENCE DATA**

Fax Number: 6502138158

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

**TRADEMARK**

**REEL: 005316 FRAME: 0108**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6502130300  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** White & Case LLP / Christina Ishihara  
**Address Line 1:** 3000 El Camino Real, Bldg 5, 9th Floor  
**Address Line 4:** Palo Alto, CALIFORNIA 94306

<b>ATTORNEY DOCKET NUMBER:</b>	1155732-0292
<b>NAME OF SUBMITTER:</b>	Christina Ishihara
<b>SIGNATURE:</b>	/Christina Ishihara/
<b>DATE SIGNED:</b>	07/03/2014

**Total Attachments: 11**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this "Trademark Security Agreement"), dated as of July 1, 2014 by SiTV, LLC, formerly known as SiTV, Inc., a Delaware limited liability company (the "Company"), and Fuse Networks LLC, a New York limited liability company (each, a "Pledgor" and collectively, the "Pledgors"), and Wilmington Trust, National Association, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Indenture, dated as of July 1, 2014, among the Company and SiTV Finance, Inc., as issuers, the Guarantors party thereto, the Trustee and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture").

W I T N E S S E T H:

WHEREAS, each Pledgor is a party to a Security Agreement of even date with the Indenture (the "Security Agreement") in favor of the Collateral Agent pursuant to which each Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Indenture, each Pledgor hereby agrees 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 ratable 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 Collateral of each such Pledgor (collectively, the "Trademark Collateral"):

- (a) all Trademarks of each such Pledgor, including as listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets); and
- (d) all causes of action arising prior to or after the date hereof for infringement of any of the trademarks or unfair competition regarding the same.

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 each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations for which no claim or demand has been made and that, pursuant to the provisions of the Indenture or the Collateral Documents, survive the termination thereof), upon written request of a Pledgor, the Collateral Agent shall (at such Pledgor's sole cost and expense)

execute, acknowledge, and deliver to that Pledgor an instrument in writing in recordable form prepared by such Pledgor releasing the collateral pledge, grant, assignment, lien and security interest in such Pledgor's Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

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.

SiTV, LLC, as a Pledgor


By:   
Name: Michael Schwimmer  
Title: Chief Executive Officer

Fuse Networks LLC, as a Pledgor

By:   
Name: Michael Schwimmer  
Title: Chief Executive Officer



Wilmington Trust, National Association,  
as Collateral Agent

By:   
Name: Lynn M. Steiner  
Title: Vice President

SCHEDULE 1  
to  
SECOND LIEN TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

**SiTV, LLC (fka SiTV, Inc.)**

Owner Name	Trademark	Application Number	Application Date	Reg. No.	Reg. Date
SITV, LLC (fka SITV, INC.)	LOVE&SALSA	86273614	5/6/14		
SITV, LLC (fka SITV, INC.)	ACROSS THE HALL	86229436	3/23/14		
SITV, LLC (fka SITV, INC.)	LOVE AND SALSA	86168026	1/16/14		
SITV, LLC (fka SITV, INC.)	KNOCKOUT	86162002	1/9/14		
SITV, LLC (fka SITV, INC.)	NUVO HD	86159463	1/7/14		
SITV, LLC (fka SITV, INC.)	NUVO HD	86159464	1/7/14		
SITV, LLC (fka SITV, INC.)	HOUSE OF JOY	86157675	1/5/14		
SITV, LLC (fka SITV, INC.)	A STEP AWAY	86157696	1/5/14		
SITV, LLC (fka SITV, INC.)	A STEP AWAY	86157697	1/5/14		
SITV, LLC (fka SITV, INC.)	NU POINT OF VIEW: THE EMERGING LATINO FILMMAKERS	86079086	9/30/13		
SITV, LLC (fka SITV, INC.)	NUPOINT OF VIEW THE EMERGING LATINO FILMMAKERS	86079087	9/30/13		
SITV, LLC (fka SITV, INC.)	WE ARE IT	85973738	6/30/13	4455120	12/24/13

Owner Name	Trademark	Application Number	Application Date	Reg. No.	Reg. Date
SITV, LLC (fka SITV, INC.)	STAND UP & DELIVER	85924301	5/6/13	4458439	12/31/13
SITV, LLC (fka SITV, INC.)	STAND UP & DELIVER	85924302	5/6/13	4458440	12/31/13
SITV, LLC (fka SITV, INC.)	STAND UP & DELIVER	85924268	5/6/13		
SITV, LLC (fka SITV, INC.)	STAND UP & DELIVER	85924269	5/6/13		
SITV, LLC (fka SITV, INC.)	MODERN LATINO ENTERTAINMENT	85825254	1/17/13	4518881	4/22/14
SITV, LLC (fka SITV, INC.)	MODERN LATINO EXPERIENCE	85825253	1/17/13	4530568	5/13/14
SITV, LLC (fka SITV, INC.)	FIGHTFACTORY	85979232	8/10/12	4400288	9/10/13
SITV, LLC (fka SITV, INC.)	FIGHT FACTORY	85979234	8/10/12		
SITV, LLC (fka SITV, INC.)	CURVY GIRLS	85981590	8/3/12	4530930	5/13/14
SITV, LLC (fka SITV, INC.)	CG CURVY GIRLS	85981589	8/3/12	4530929	5/13/14
SITV, LLC (fka SITV, INC.)	NUVO	85419401	9/9/11	4511148	4/8/14
SITV, LLC (fka SITV, INC.)	NUVOTV	85419403	9/9/11	4438218	11/26/13
SITV, LLC (fka SITV, INC.)	NUVOHD	85419400	9/9/11		
SITV, LLC (fka SITV, INC.)	OPERATION: OSMIN	85977230	6/20/11	4227932	10/16/12
SITV, LLC (fka SITV, INC.)	OPERATION: OSMIN	85977231	6/20/11	4227933	10/16/12
SITV, LLC (fka SITV, INC.)	MODELLATINA LAS VEGAS	85328891	5/24/11	4173134	7/10/12

Owner Name	Trademark	Application Number	Application Date	Reg. No.	Reg. Date
SITV, LLC (fka SITV, INC.)	MODELLATINA LAS VEGAS	85328892	5/24/11	4173135	7/10/12
SITV, LLC (fka SITV, INC.)	AMERICA'S NU VOICE	85281498	3/30/11	4165580	6/26/12
SITV, LLC (fka SITV, INC.)	LIVE BOLD	85281544	3/30/11	4072041	12/13/11
SITV, LLC (fka SITV, INC.)	NUVO TV	85167621	11/2/10		
SITV, LLC (fka SITV, INC.)	MODEL LATINA NYC	85018823	4/20/10	3933022	3/15/11
SITV, LLC (fka SITV, INC.)	MODEL LATINA NYC	85018826	4/20/10	3933023	3/15/11
SITV, LLC (fka SITV, INC.)	LATINO 101	77790035	7/27/09	3788682	5/11/10
SITV, LLC (fka SITV, INC.)	LATINO 101	77790036	7/27/09	3931866	3/15/11
SITV, LLC (fka SITV, INC.)	MODELLATINA	77755491	6/9/09	3808684	6/22/10
SITV, LLC (fka SITV, INC.)	MODELLATINA	77755492	6/9/09	3902275	1/4/11
SITV, LLC (fka SITV, INC.)	MODEL LATINA MIAMI	77755512	6/9/09	3823836	7/27/10
SITV, LLC (fka SITV, INC.)	MODEL LATINA MIAMI	77755514	6/9/09	3823837	7/27/10
SITV, LLC (fka SITV, INC.)	COMIC QUICKIES	77715338	4/16/09	3705202	11/3/09
SITV, LLC (fka SITV, INC.)	TAKE THE LEAD	77622080	11/25/08	3696989	10/13/09
SITV, LLC (fka SITV, INC.)	TAKE THE LEAD	77622082	11/25/08	3696990	10/13/09
SITV, LLC (fka SITV, INC.)	CRASH THE PARTIES	77557322	8/27/08	3615201	5/5/09

Owner Name	Trademark	Application Number	Application Date	Reg. No.	Reg. Date
SITV, LLC (fka SITV, INC.)	CRASH THE PARTIES	77557323	8/27/08	3615202	5/5/09
SITV, LLC (fka SITV, INC.)	LUV CARMEN	77523924	7/16/08	3582908	3/3/09
SITV, LLC (fka SITV, INC.)	SITV	77520682	7/11/08	3576021	2/17/09
SITV, LLC (fka SITV, INC.)	TOTALLY AMERICAN, UNMISTAKABLY LATINO	77518401	7/9/08	3832464	8/10/10
SITV, LLC (fka SITV, INC.)	COMIC QUICKIES	77507770	6/25/08	3636579	6/9/09
SITV, LLC (fka SITV, INC.)	JAMMIN	77358719	12/21/07	3588548	3/10/09
SITV, LLC (fka SITV, INC.)	JAMMIN	77358720	12/21/07	3588549	3/10/09
SITV, LLC (fka SITV, INC.)	ML MODEL LATINA	77977704	11/30/07	3713371	11/17/09
SITV, LLC (fka SITV, INC.)	MODEL LATINA	77977705	11/30/07	3703518	10/27/09
SITV, LLC (fka SITV, INC.)	MODEL LATINA	77976157	11/8/07	3600679	3/31/09
SITV, LLC (fka SITV, INC.)	LUV CARMEN	77292401	9/30/07	3616843	5/5/09
SITV, LLC (fka SITV, INC.)	PASTPORT	77144286	3/29/07	3911363	1/25/11
SITV, LLC (fka SITV, INC.)	ON THE UP	77104246	2/9/07	3323183	10/30/07
SITV, LLC (fka SITV, INC.)	DATING FACTORY	78979077	5/19/06	3354463	12/11/07
SITV, LLC (fka SITV, INC.)	FLOW AND TELL	78979157	5/19/06	3354475	12/11/07

Owner Name	Trademark	Application Number	Application Date	Reg. No.	Reg. Date
SITV, LLC (fka SITV, INC.)	UNACCEPTABLE BEHAVIOR	78844062	3/23/06	3332314	11/6/07
SITV, LLC (fka SITV, INC.)	BREAKFAST LUNCH AND DINNER	78638931	5/27/05	3093039	5/16/06
SITV, LLC (fka SITV, INC.)	SITV	78373132	2/24/04	2991951	9/6/05
SITV, LLC (fka SITV, INC.)	THE RUB	78351107	1/13/04	2917447	1/11/05
SITV, LLC (fka SITV, INC.)	THE DROP	78351111	1/13/04	2917448	1/11/05
SITV, LLC (fka SITV, INC.)	URBAN JUNGLE	78241685	4/24/03	2918123	1/11/05
SITV, LLC (fka SITV, INC.)	SI TV	75656595	3/9/99	2889392	9/28/04

**Fuse Networks LLC**

Owner Name	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
FUSE NETWORKS LLC	G-THING	85823284	1/15/13		
FUSE NETWORKS LLC	FUSE NEWS	85665149	6/29/12	4348057	6/4/13
FUSE NETWORKS, LLC	MAD GENIUS	85154851	10/18/10	4084846	1/10/12
FUSE NETWORKS LLC	A DIFFERENT SPIN	85099270	8/3/10	3935928	3/22/11
FUSE NETWORKS LLC	LAY IT DOWN	85077497	7/2/10	3935918	3/22/11
FUSE NETWORKS LLC	FUSE WHERE MUSIC LIVES	85044560	5/21/10	3900480	1/4/11
FUSE NETWORKS LLC	FUSE	85044588	5/21/10	3900483	1/4/11
FUSE NETWORKS LLC	FUSE HIP HOP INVASION	77858022	10/27/09	3846472	9/7/10

Owner Name	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
FUSE NETWORKS LLC	ON THE RECORD WITH FUSE	77858024	10/27/09	3846473	9/7/10
FUSE NETWORKS LLC	THE POP SHOW	77820589	9/4/09	3743516	1/26/10
FUSE NETWORKS LLC	THE DAILY NOISE	77807392	8/18/09	3767297	3/30/10
FUSE NETWORKS LLC	HIP HOP SHOP	77765003	6/22/09	3800971	6/8/10
FUSE NETWORKS LLC	DISTORTION	77765005	6/22/09	3800972	6/8/10
FUSE NETWORKS LLC	FUSE FESTIVALS	77733569	5/11/09	4309333	3/26/13
FUSE NETWORKS LLC	FUSE	77490328	6/4/08	4088220	1/17/12
FUSE NETWORKS LLC	FUSE EXCELLENT ADVENTURE	77488481	6/2/08	3670542	8/18/09
FUSE NETWORKS LLC	GET YOUR MUSIC ON.	77357149	12/20/07	3616968	5/5/09
FUSE NETWORKS LLC	THE SAUCE	77341271	11/30/07	3449343	6/17/08
FUSE NETWORKS LLC	EXTRA SAUCE	77341351	11/30/07	3449344	6/17/08
FUSE NETWORKS LLC	STEVEN'S UNTITLED ROCK SHOW	77341357	11/30/07	3453616	6/24/08
FUSE NETWORKS LLC	URANIUM	77307060	10/18/07	3523450	10/28/08
FUSE NETWORKS LLC	EMPIRE SQUARE	78836579	3/14/06	3332239	11/6/07
FUSE NETWORKS LLC	FUSE MOBILE	78728238	10/6/05	3636824	6/9/09
FUSE NETWORKS LLC	FUSE	78234973	4/8/03	2870618	8/3/04
FUSE NETWORKS LLC	FUSE	78183640	11/11/02	2849560	6/1/04