

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSG HOLDINGS, L.P.		09/28/2015	LIMITED PARTNERSHIP: DELAWARE
MSGN EDEN, LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
MSGN INTERACTIVE, LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
MSGN PUBLISHING, LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
MSGN SONGS, LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
THE 31ST STREET COMPANY, L.L.C.		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
SPORTSCHANNEL ASSOCIATES		09/28/2015	GENERAL PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	One Chase Manhattan Plaza		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4361146	IT'S DIFFERENT HERE	
Registration Number:	1548646	SPORTSDESK	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MARK RUSSELL PEREIRA		

CH \$65.00 4361146

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	1476/210
NAME OF SUBMITTER:	MARK RUSSELL PEREIRA
SIGNATURE:	/MARK RUSSELL PEREIRA/
DATE SIGNED:	09/29/2015

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of September 28, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Subject Grantors”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MSGN Holdings, L.P. (formerly known as MSG Holdings, L.P.), a Delaware limited partnership (the “Company”), has entered into that certain Credit Agreement, dated as of September 28, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), made by and among the Company, MSGN Eden, LLC, a Delaware limited liability company (“MSGN Eden”), Regional MSGN Holdings LLC, a Delaware limited liability company (“Regional MSGN”), JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, the Guarantors party thereto, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, each Subject Grantor has executed and delivered that certain Security Agreement, dated as of September 28, 2015, made by and among the Company, MSGN Eden, Regional MSGN, the other Grantors party thereto, and the Collateral Agent, for the benefit of the Lenders and the other Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Subject Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Subject Grantors, and have agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Subject Grantor agrees as follows:

SECTION 1. Grant of Security. Each Subject Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Subject Grantor’s right, title and interest in and to the following (the “Covered Collateral”):

- (a) the patents and patent applications set forth in Schedule A hereto;
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein could impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable law) together with the goodwill symbolized thereby;
- (c) the copyrights, copyright registrations and applications and material exclusive copyright licenses granted to such Subject Grantor as set forth in Schedule C hereto, and all renewals and extensions thereof (the “Copyrights”);
- (d) all rights in Copyrights provided by international treaties or conventions, if any, and all rights corresponding thereto throughout the world;

(e) any and all claims for damages and injunctive relief for past, present and future infringement or other violation with respect to the Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover proceeds arising from such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to the Copyrights.

SECTION 2. Security for Obligations. The grant of a security interest in, the Covered Collateral by each Subject Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Subject Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Subject Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Subject Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Subject Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Subject Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Covered Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Termination. This IP Security Agreement shall terminate concurrently with the termination of the Security Agreement in accordance with the terms thereof.

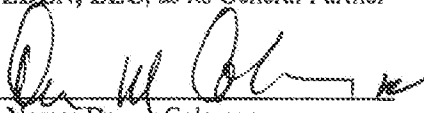
SECTION 7. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Subject Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MSG HOLDINGS, L.P.

By: **MSGN EDEN, LLC**, as its General Partner

By 
Name: Donna Coleman
Title: Interim Chief Financial Officer

Address for Notices:
c/o MSGN Holdings, L.P.
Eleven Penn Plaza
New York, NY 10001
Attn: Executive Vice President, General Counsel &
Secretary

MSGN INTERACTIVE, LLC
MSGN PUBLISHING, LLC
MSGN SONGS, LLC
SPORTSCHANNEL ASSOCIATES
THE 31st STREET COMPANY, L.L.C.

By: **MSGN EDEN, LLC**, as the General Partner of
MSG Holdings, L.P.

By 
Name: Donna Coleman
Title: Interim Chief Financial Officer

Address for Notices:
c/o MSGN Holdings, L.P.
Eleven Penn Plaza
New York, NY 10001
Attn: Executive Vice President, General Counsel &
Secretary

[MSGN -- Signature Page to IPSA]

TRADEMARK
REEL: 005634 FRAME: 0572

SCHEDULE A
PATENTS

None.

SCHEDULE B
TRADEMARKS

Registered Trademarks and Trademark Applications Owned by the Grantors

Trademark	Application #	Registration #	Country	Filing Date	Reg Date
IT'S DIFFERENT HERE	85773871	4361146	United States of America	07-Nov- 2012	02-Jul-2013
SPORTSDESK	73761636	1548646	United States of America	03-Nov- 1988	18-Jul-1989

SCHEDULE C
COPYRIGHTS

Grantor	Title of Work	Registration Number	Effective Date of Registration	Author	Year Work Created	Material included in copyright claim
The Company	1973 NBA Finals, Game 5	PA 1-883-611	9/4/2013	MSG Holdings, L.P.	1973	original audiovisual material, editorial and technical revisions and enhancements