

MG01

Particulars of a mortgage or charge



089434

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

SATURDAY



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17/12/2011

#79

COMPANIES HOUSE

1

Company details

Company number 0 1 8 8 6 0 4 2

Company name in full 19 Entertainment Limited (the "Company")

37

For official use

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d0 d9 m1 m2 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A first lien U S trademark security agreement (the "First Lien Trademark Security Agreement") between, among others, the Company and Goldman Sachs Bank USA (the "Administrative Agent")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Please see Appendix 1 (Amount secured) to this form MG01

Continuation page

Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

| | | | | | | | |
|----------|--|---|---|---|---|--|--|
| | Please give the name and address of the mortgagee(s) or person(s) entitled to the charge | | | | | | |
| Name | Goldman Sachs Bank USA | | | | | | |
| Address | 200 West Street | | | | | | |
| | New York, NY USA | | | | | | |
| Postcode | 1 | 0 | 2 | 8 | 2 | | |
| Name | | | | | | | |
| Address | | | | | | | |
| | | | | | | | |
| Postcode | | | | | | | |

Continuation page
Please use a continuation page if you need to enter more details

6 Short particulars of all the property mortgaged or charged

| | | | | | | | |
|-------------------|---|--|--|--|--|--|--|
| | Please give the short particulars of the property mortgaged or charged | | | | | | |
| Short particulars | Please see Appendix 2 (Short particulars of the charged property) to this form MG01 | | | | | | |

Continuation page
Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Herbert Smith LLP X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Colette Walsh

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28

Telephone 020 7374 8000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

APPENDIX 1

Amount secured

Unless otherwise defined in this form MG01, defined terms used in this appendix shall have the meaning given to them in Appendix 2 (*Short particulars of the charged property*) to this form MG01

The Company has granted the charges and security interests described in Appendix 2 (*Short particulars of the charged property*) to this form MG01 as security for the payment or performance, as the case may be, in full of the Obligations

"Obligations" shall mean

- (a) the due and punctual payment by the Borrower of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to the Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of the Borrower to any of the Secured Parties under the First Lien Term Loan Agreement and each of the other Loan Documents, including obligations to pay fees, premiums, prepayment prices, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding),
- (b) the due and punctual performance of all other obligations of the Borrower under or pursuant to the First Lien Term Loan Agreement and each of the other Loan Documents, and
- (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to the First Lien Trademark Security Agreement and each of the other Loan Documents (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding)

APPENDIX 2**Short particulars of the charged property****1. DEFINITIONS**

Unless otherwise defined in this form MG01, defined terms used in this appendix shall have the following meanings

"Article 9 Collateral" has the meaning assigned to such term pursuant to the First Lien Collateral Agreement,

"Borrower" shall mean Intermediate Holdings,

"Collateral" shall mean Article 9 Collateral and Pledged Collateral,

"Equity Interests" of any person shall mean any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing,

"Excluded Collateral" shall mean cash collateral described in the First Lien Collateral Agreement,

"First Lien Collateral Agreement" shall mean the first lien collateral agreement, a New York law governed collateral agreement, dated as of December 9, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time), among the Borrower, the US Target, the Company, each other Subsidiary of the Borrower identified therein and the Administrative Agent,

"First Lien Intercreditor Agreement" shall mean the pari passu first lien intercreditor agreement dated as of December 9, 2011, among the Borrower, the US Target, the other Subsidiaries of the Borrower party thereto, the Administrative Agent in its capacity as agent under the Revolving Credit Agreement, the Administrative Agent and the other parties from time to time party thereto pursuant to the First Lien Term Loan Agreement as it may be amended, restated, supplemented or otherwise modified from time to time,

"First Lien Term Loan Agreement" shall mean the first lien term loan agreement dated as of December 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time) among the Borrower, the US Target, the lenders party thereto from time to time, and Administrative Agent,

"Foreign Loan Party" shall mean any Loan Party that is a Foreign Subsidiary,

"Foreign Pledge Agreements" shall mean a pledge or charge agreement with respect to the Collateral that constitutes Equity Interests of a Foreign Subsidiary, in form and substance reasonably satisfactory to the Administrative Agent,

"Foreign Security Documents" shall mean one or more security agreements, charges, mortgages or pledges with respect to Collateral of a Foreign Loan Party that is governed by the law of a foreign jurisdiction, each in form and substance reasonably satisfactory to the Administrative Agent, that secure the Obligations of any Foreign Loan Party,

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"Foreign Subsidiary" shall mean any Subsidiary that is incorporated or organized under the laws of any jurisdiction other than the United States of America, any State thereof or the District of Columbia,

"Guarantee Agreement" shall mean the Master Guarantee Agreement (as defined in the First Lien Term Loan Agreement), dated December 9, 2011 and entered into in respect of the First Lien Term Loan Agreement, among others, the Borrower, the US Target, the Company, each other Loan Party and the Administrative Agent, as amended, supplemented or otherwise modified from time to time,

"Initial Subsidiary Loan Parties" shall mean each entity listed as such in schedule 1.01(c) to the First Lien Term Loan Agreement,

"Intellectual Property Security Agreements" shall mean the patent and trademark security agreement and the copyright security agreement made pursuant to the First Lien Term Loan Agreement,

"Intercreditor Agreements" shall mean the First Lien Intercreditor Agreement, the Second Lien Intercreditor Agreement and each other intercreditor agreement referred to in the definition of the term "Junior Lien Obligations" or "Pari Passu Liens" or pursuant to the definition of the term "Permitted Liens" (pursuant to the First Lien Term Loan Agreement),

"Intermediate Holdings" shall mean CKX, Entertainment Inc., a Delaware corporation,

"Joint Lead Arrangers" shall mean the joint lead arrangers to the First Lien Term Loan Agreement,

"Junior Lien Obligations" shall mean the Second Lien Term Loans and other indebtedness (and related obligations) permitted to be incurred hereunder secured by Liens on the Collateral (and any Excluded Collateral) on a basis junior and subordinate to the Liens securing the Obligations (other than with respect to any Excluded Collateral), provided that the Liens securing the Second Lien Term Loans or such other indebtedness (and related obligations), as the case may be, (a) are permitted to be incurred hereunder and (b) are subject to, and the administrative agent, collateral agent, trustee and/or any similar representative (in each case, as determined by the Administrative Agent) acting on behalf of the holders of the Second Lien Term Loans or such other indebtedness (and related obligations), as the case may be, has become party to, the Second Lien Intercreditor Agreement or other intercreditor agreement not materially less favorable to the Lenders than those contemplated by the Second Lien Intercreditor Agreement (and the Second Lien Intercreditor Agreement or such other intercreditor agreement shall have been executed by the Loan Parties),

"Lenders" shall mean each lender party to the First Lien Term Loan Agreement,

"Lien" shall mean, with respect to any asset, any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction), provided that in no event shall an operating lease be deemed to constitute a Lien,

"Loan Documents" shall mean the First Lien Term Loan Agreement, the Security Documents, the Intercreditor Agreements and any promissory note or fee letter issued pursuant to the First Lien Term Loan Agreement,

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"Loan Parties" shall mean Intermediate Holdings, the US Target and the other Subsidiary Loan Parties,

"Loans" shall mean the loans made by the Lenders to the Borrower pursuant to the First Lien Term Loan Agreement,

"Mortgages" shall mean the mortgages, debentures, hypothecs, deeds of trust, deeds to secure debt, assignments of leases and rents, and other security documents delivered pursuant to the First Lien Term Loan Agreement, as amended, supplemented or otherwise modified from time to time, with respect to Mortgaged Properties (as defined in the First Lien Term Loan Agreement), each in form and substance reasonably satisfactory to the Administrative Agent,

"Pari Passu Liens" shall mean Liens on the Collateral (and any Excluded Collateral) securing indebtedness (and related obligations) that are pari passu to the Liens securing the Obligations (other than with respect to Excluded Collateral), provided that such Liens shall be subject to, and the administrative agent, collateral agent, trustee and/or any similar representative (in each case, as determined by the Administrative Agent) acting on behalf of the holders of such indebtedness (and related obligations) shall have become party to, the First Lien Intercreditor Agreement or other intercreditor agreement not materially less favorable to the Lenders than those contemplated by the First Lien Intercreditor Agreement (and the First Lien Intercreditor Agreement or such other intercreditor agreement shall have been executed by the Loan Parties),

"Pledged Collateral" shall have the meaning assigned to such term in the First Lien Collateral Agreement,

"Revolving Credit Agreement" shall mean the revolving credit agreement dated as of June 21, 2011, as amended and restated as of December 9, 2011, among Intermediate Holdings, the US Target and the Administrative Agent thereunder, and the lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof,

"Second Lien Intercreditor Agreement" shall mean the second lien intercreditor agreement dated as of December 9, 2011, among the US Target, the Borrower, the other Subsidiaries of the Borrower party thereto, the Administrative Agent in its capacity as agent under the Revolving Credit Agreement, the Administrative Agent, as agent under the Second Lien Term Loan Agreement, and the other parties from time to time party thereto,

"Second Lien Term Loan Agreement" shall mean the second lien term loan agreement dated as of December 9, 2011, among the Borrower, the US Target and the Administrative Agent (as agent thereunder), and the lenders from time to time party thereto, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the First Lien Term Loan Agreement,

"Second Lien Term Loans" shall mean the loans issued pursuant to the Second Lien Term Loan Agreement,

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Joint Lead Arrangers, (d) the Syndication Agent, (e) the beneficiaries of each indemnification, expense reimbursement or other monetary obligation undertaken by any Loan Party under any Loan Document and (f) the successors and permitted assigns of each of the foregoing,

"Security Documents" shall mean the Mortgages, the Guarantee Agreement, the Collateral Agreement, the Foreign Pledge Agreements, the Foreign Security Documents, the Intellectual Property Security Agreements and each of the security agreements, mortgages and other instruments and documents executed and delivered pursuant to any of

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the foregoing or pursuant to the First Lien Term Loan Agreement, in each case, as amended from time to time in accordance with the terms hereof and thereof,

"Subsidiary" shall mean a subsidiary of Intermediate Holdings other than any Unrestricted Subsidiary (as defined in the First Lien Term Loan Agreement),

"Subsidiary Loan Party" shall mean (a) the US Target, (b) each Initial Subsidiary Loan Party and (c) each other subsequently acquired Wholly Owned Subsidiary of Intermediate Holdings (or any person that otherwise becomes a Wholly Owned Subsidiary of Intermediate Holdings), other than any Unrestricted Subsidiary (as defined in the First Lien Term Loan Agreement) or any Subsidiary pursuant to the First Lien Term Loan Agreement,

"Syndication Agent" shall mean the Administrative Agent, in its capacity as the syndication agent pursuant to the First Lien Term Loan Agreement,

"US Target" shall mean CKX, Inc , a Delaware corporation, and

"Wholly Owned Subsidiary" of any person shall mean a subsidiary of such person (other than any Unrestricted Subsidiary (as defined in the First Lien Term Loan Agreement)) all of the Equity Interests of which (other than director's qualifying shares or nominee or similar shares required pursuant to applicable law to be owned by other persons) are owned by such person or another Wholly Owned Subsidiary of such person

2. CHARGING PROVISIONS

2.1 Pledged securities

As security for the payment or performance, as the case may be, in full of the Obligations, the Company assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and 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 the Company or in, to or under which the Company 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 in Appendix 3 to this form MG01, and
- (b) all goodwill associated therewith or symbolized thereby

2.2 Negative pledge and further assurance in respect of security interests in personal property

The Company

- (a) agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the

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Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement and the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith, and

- (b) shall not make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as permitted by the First Lien Term Loan Agreement. The Company shall not make or permit to be made any transfer of the Article 9 Collateral and the Company shall remain at all times in possession of the Article 9 Collateral owned by it, except as permitted by the First Lien Term Loan Agreement.

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APPENDIX 3**Trademark Registrations and Applications****1. 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 | |
| 19 Entertainment Limited | SO YOU THINK YOU CAN DANCE | 3194223 | Registered | 2-Jan-07 | |

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|---|----------------------------|---------|--------------------------|-----------|--|
| 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 | 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 | |
| 19 TV Limited FremantleMedia North America, Inc | AMERICAN IDOL | 3204113 | Registered | 30-Jan-07 | |
| 19 TV Limited | AMERICAN | 3342055 | Registered | 20-Nov-07 | |

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|--|------------------|---------|------------|-----------|--|
| FremantleMedia North America, Inc | IDOL | | | | |
| 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 | |
| 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 | AMERICAN | 3845239 | Registered | 7-Sept-10 | |

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|--|------------------|---------|------------|-----------|--|
| FremantleMedia North America, Inc | IDOL | | | | |
| 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 | |
| 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 | AMERICAN | 3181455 | Registered | 5-Dec-06 | |

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|--|-----------------------|---------|------------|------------|--|
| FremantleMedia North America, Inc | IDOL | | | | |
| 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 FremantleMedia North America, Inc | AMERICAN IDOL LOGO | 3142771 | Registered | 12-Sept-06 | |
| 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 | AMERICAN | 3062247 | Registered | 28-Feb-06 | |

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|--|-------------------------|---------|------------|------------|--|
| FremantleMedia North America, Inc | IDOL LOGO | | | | |
| 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-04 | |
| 19 TV Limited FremantleMedia North America, Inc | AMERICAN IDOL | 3295322 | Registered | 18-Sept-07 | |
| 19 TV Limited FremantleMedia North America, Inc | AMERICAN IDOL | 3330238 | Registered | 6-Nov-07 | |
| 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 | IDOL | 3352837 | Registered | 11-Dec-07 | |

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|--|-------------------------|-----------|--------------------|-------------------------|--|
| FremantleMedia North America, Inc | | | | | |
| 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 FremantleMedia North America, Inc | IDOL GIVES BACK Logo | 3870662 | Registered | 2-Nov-10 | |
| 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) | |

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|--|----------------------------------|-----------|--------------------|-------------------------|--|
| 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 | |
| 19 TV Limited FremantleMedia North America, Inc | THE SEARCH FOR A SUPERSTAR | 2864931 | Registered | 20-Jul-04 | |

Date reflects trademark renewal date in respective IP registry

2. 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 | 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 | IDOL CHATTER | 85/335822 | Application filed on June 1, 2011 | 1-June-11 | |

19 Entertainment Limited
Company number – 01886042

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|---|-----------------------------------|----------------------------|-----------|-----------------------------------|-----------|--|
| Fremantle Media North America, Inc | | | | | | |
| 19 TV Limited Fremantle Media North America, Inc | FremantleMedia North America, Inc | IDOL GIVEAWAY | 85/329943 | Application filed on May 25, 2011 | 25-May-11 | |
| 19 TV Limited Fremantle Media North America, Inc | FremantleMedia North America, Inc | AMERICAN IDOL | 77/305488 | Allowed | 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 | Allowed | 28-Nov-06 | |
| 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 | FremantleMedia North America, Inc | AMERICAN IDOL HALL OF FAME | 85/085984 | Published | 16-Jul-10 | |

19 Entertainment Limited
 Company number – 01886042

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|---|-----------------------------------|---------------|-----------|-----------|-----------|--|
| America, Inc | | | | | | |
| 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 | Allowed | 6-May-08 | |
| 19 TV Limited Fremantle Media North America, Inc | FremantleMedia North America, Inc | IDOL | 78/27549 | Allowed | 2-Mar-06 | |
| 19 TV Limited Fremantle Media North America, Inc | FremantleMedia North America, Inc | IDOL | 85/127450 | Suspended | 11-Sep-10 | |
| 19 TV Limited Fremantle Media North America, Inc | FremantleMedia North America, Inc | IDOL PROM | 85/240322 | Pending | 11-Feb-11 | |
| 19 TV Limited Fremantle Media North America, Inc | FremantleMedia North America, Inc | IDOL PROM | 85/240311 | Pending | 11-Feb-11 | |
| 19 TV | FremantleMedia | IDOL PROM | 85/240336 | Pending | 11-Feb-11 | |

19 Entertainment Limited
Company number – 01886042

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|--|---|------------------------------------|-----------|-----------|-----------|--|
| Limited Fremantle Media North America, Inc | North America, Inc | | | | | |
| 19 TV Limited Fremantle Media North America, Inc | FremantleMedia North America, Inc | CELEBRITY IDOL | 85/085995 | Published | 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 | |

Date reflects trademark renewal date in respective IP registry



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1886042
CHARGE NO. 37

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIRST LIEN U.S TRADEMARK
SECURITY AGREEMENT DATED 9 DECEMBER 2011 AND
CREATED BY 19 ENTERTAINMENT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER
TO ANY OF THE SECURED PARTIES ON ANY ACCOUNT
WHATSOEVER AND ALL MONIES DUE OR TO BECOME DUE
FROM EACH OTHER LOAN PARTY UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 17 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 DECEMBER
2011

2



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES