

MG01

Particulars of a mortgage or charge



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LASERFORM

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 reg-
ister particulars of a charge for a Sc
company. To do this, please use
form MG01s

THURSDAY



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30/06/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 1 8 8 6 0 4 2

Company name in full

19 ENTERTAINMENT LIMITED (the "Company")

24

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

2 1 0 6 2 0 1 1

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 second lien U.S. trademark security agreement (the "**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

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

Name Goldman Sachs Bank USA

Address 200 West Street

New York, NY USA

Postcode 1 0 2 8 2

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see Appendix 2 (Short particulars of the charged property) to this form MG01

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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

Nil

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 866)

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 870). 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 *Robert 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 Marc Davies

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

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*)

"Obligations" means (a) the due and punctual payment by the Bridge 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 Bridge 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 Bridge Borrower to any of the Secured Parties under the Bridge Loan Agreement and each of the other Loan Documents, including obligations to pay fees, 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 Bridge Borrower under or pursuant to the Bridge 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 Bridge Loan 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

"Bridge Borrower" means Intermediate Holdings,

"Bridge Collateral Agreement" means the collateral agreement dated 21 June 2011 between, among others, the Bridge Borrower, the US Target, the Company and the Administrative Agent,

"Bridge Loan Agreement" means the term loan agreement dated 21 June 2011 between, among others, the Bridge Borrower as borrower, the US Target and the Administrative Agent,

"Collateral" means Article 9 Collateral and Pledged Collateral (each as defined in the Bridge Collateral Agreement),

"Intercreditor Agreement" means the intercreditor agreement dated 21 June 2011 between, among others, the Bridge Borrower, the US Target, the Company and the Administrative Agent in its capacity as senior collateral agent in connection with the Bridge Loan Agreement,

"Intermediate Holdings" means the intermediate holding company as borrower under the Bridge Loan Agreement,

"Joint Lead Arranger" means a joint lead arranger party to the Bridge Loan Agreement,

"Lender" means a lender party to the Bridge Loan Agreement,

"Loan Documents" means the Bridge Loan Agreement, the Security Documents, the Intercreditor Agreement and any promissory note or fee letter issued pursuant to the Bridge Loan Agreement,

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

"Loans" means any loans made by the Lenders to the Bridge Borrower pursuant to the Bridge Loan Agreement,

"Secured Parties" means (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 (i) the successors and permitted assigns of each of the foregoing,

"Security Documents" means the Bridge Collateral Agreement, any agreement pursuant to which assets are added to the Collateral or otherwise pledged or mortgaged to secure the Obligations and any other instruments or documents entered into and delivered in connection with any of the foregoing, as such agreements, instruments or documents may from time to time be amended, restated, supplemented or otherwise modified from time to time,

"**Subsidiary**" means a subsidiary of Intermediate Holdings other than any unrestricted subsidiary under the Bridge Loan Agreement,

"**Subsidiary Loan Party**" means a Subsidiary party to the Bridge Loan Agreement,

"**Syndication Agent**" means the Administrative Agent in its capacity as syndication agent under the Bridge Loan Agreement, and

"**US Target**" means the US target company party to the Bridge Loan Agreement

2. CHARGING PROVISIONS

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 or in, to or under which the Company now has or at any time in the future may acquire any right, title or interest

- 2 1 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 on Appendix 3 (*Trademark Registrations and Applications*) to this form MG01, and
- 2 2 all goodwill associated therewith or symbolised thereby

APPENDIX 3

Trademark Registrations and Applications

1. Trademarks

Owner (and Co-Owner, if any)	Mark	United States Patent and Trademark Office Registration Number	Status	Registration/ Renewal/ Expiration Date
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 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	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 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
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 IDOL	3845239	Registered	7-Sept-10

FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3561850	Registered	13-Jan-09
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3257662	Registered	3-Jul-07
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3683826	Registered	15-Sep-09
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3493354	Registered	26-Aug-08
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3353040	Registered	11-Dec-07
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3114786	Registered	11-Jul-06
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	2751431	Registered	12-Aug-03
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	2951733	Registered	17-May-05
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3627986	Registered	26-May-09
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3181455	Registered	5-Dec-06
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3101422	Registered	6-Jun-06
FremantleMedia North America, Inc				
19 TV Limited	AMERICAN IDOL	3485531	Registered	12-Aug-08
FremantleMedia North America, Inc				

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 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-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 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 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	MYIDOL	3870660	Registered	2-Nov-10

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

2 Trademark Applications

Owner (and Co-Owner, if any)	Applicant	Mark	United States Patent and Trademark Office Application Number	Status	Date Filed
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 CHATTER	85/335822	Application filed on June 1, 2011	1-June-11
19 TV Limited	FremantleMedia North America, Inc	IDOL GIVEAWAY	85/329943	Application filed on May 25, 2011	25-May-11

FremantleMedia North America, Inc					
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
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
19 TV Limited FremantleMedia North America, Inc	FremantleMedia North America, Inc	IDOL PROM	85/240336	Pending	11-Feb-11
19 TV Limited	FremantleMedia North America, Inc	CELEBRITY IDOL	85/085995	Published	16-Jul-10

19 Entertainment Limited
Registered number 01886042

Continuation sheet number 11 of 11

FremantleMedia North America, Inc					
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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. 24**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND LIEN U.S. TRADEMARK
SECURITY AGREEMENT DATED 21 JUNE 2011 AND CREATED
BY 19 ENTERTAINMENT LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE BRIDGE BORROWER TO
ANY OF THE SECURED PARTIES AND ALL MONIES DUE OR TO
BECOME DUE FROM EACH OTHER 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 30
JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES