

01-18-2000



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U.S. Department of Commerce
Patent and Trademark Office

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TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 1-3-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
12 17 99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 17 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association

Other

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/14/2000 DCOATES 00000095 75412434

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(404) 815-2215

Name

Gretchen E. von Dwingelo

Address (line 1)

Paul, Hastings, Janofsky & Walker, LLP

Address (line 2)

600 Peachtree Street, N.E.

Address (line 3)

Suite 2400

Address (line 4)

Atlanta, Georgia 30308-2222

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

12

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75/412434		
75/412450		

Registration Number(s)

1576715	1945619	1946226
1286348	1947403	1283467
1937512	2134835	

Number of Properties

Enter the total number of properties involved.

10

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 265.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

16-0752

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gretchen E. von Dwingelo

Name of Person Signing

Signature

1/3/00

Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 17, 1999, by and among each of the parties listed on the signature pages hereof as a "Debtor" (each a "Debtor" and collectively, the "Debtors"), and Bank of America, N.A. (the "Agent"), as administrative agent for the Lenders (as defined below) and the Issuing Banks (as defined below).

WITNESSETH:

WHEREAS, BR Holding, Inc. (f/k/a Bull Run Corporation), a Georgia corporation, Capital Sports Properties, Inc., a Delaware corporation, Host Communications, Inc., a Kentucky corporation, Universal Sports America, Inc., a Delaware corporation, and Datasouth Computer Corporation, a Delaware corporation (collectively, the "Borrowers"), Bull Run Corporation (f/k/a BR Holding, Inc.), a Georgia corporation, as guarantor, the lenders party thereto (the "Lenders"), Bank of America, N.A. and Bank One, Kentucky, NA, as issuing banks (together with any other Person who hereafter may be designated as an Issuing Bank pursuant to the terms of the Credit Agreement the "Issuing Banks"), First Union National Bank, as syndication agent (the "Syndication Agent"), and the Agent are parties to that certain Credit Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Issuing Banks and the Lenders have agreed to extend credit to the Borrowers from time to time; and

WHEREAS, the Agent, the Issuing Banks and the Lenders (collectively, the "Lender Group") have required that the Debtors execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of [(a)] all of the Obligations (as defined in the Credit Agreement) (including, without limitation, any interest, fees and other charges in respect of the Notes and the other Loan Documents that would accrue but for the filing of a bankruptcy action with respect to any of the Borrowers, whether or not such claim is allowed in such bankruptcy action) [((a) and (b) being hereinafter referred to as the "Obligations"), and (b) the obligations of certain of the Debtors under that certain Subsidiary Guaranty of even date herewith] and (ii) as a condition precedent to any extension of credit under the Credit Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtors hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Debtor hereby grants, assigns, transfers and pledges to the Agent, for the benefit of the Issuing Banks and the Lenders, a security interest in and lien on all of such Debtor's right, title and interest in and to the following, whether, now existing or hereafter acquired: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of such Debtor's business symbolized by the foregoing and connected therewith and (e) all of such Debtor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), and (ii) the goodwill of such Debtor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. Each Debtor agrees that it will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and such Debtor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. Each Debtor represents and warrants that, from and after the Agreement Date, (a) the Trademarks listed on Schedule 1 are a true, accurate and complete list of all of each Debtor's Trademarks, and (b) no liens, claims or security interests in such Trademarks have been granted by Debtor to any Person, other than the Agent and except as permitted in the Credit Agreement. If, prior to the termination of this Agreement, any Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of paragraph 4 above shall automatically apply thereto. Each Debtor shall give to the Agent written notice of the acquisition of new Trademarks promptly after the occurrence thereof. Each Debtor may, and hereby authorizes the Agent to, modify this Agreement unilaterally upon such Debtor's notice to the Agent (i) by amending Schedule 1 to include any future Trademarks and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future Trademarks.

7. Royalties. Each Debtor hereby agrees that the use by the Agent of the Trademarks as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with such Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to such Debtor.

8. Right to Inspect; Further Agreements and Security Interest. The Agent may from time to time hereafter (upon at least 24 hours notice to the applicable Debtor, or without notice if an Event of Default has occurred and is continuing), have access to, examine, audit, make copies (at such Debtor's expense) and extracts from and inspect such Debtor's premises and examine such Debtor's books, records and operations relating to the Trademarks. Each Debtor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Obligations have been paid in full and the Credit Agreement has been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Debtors, at the Debtors' expense, all termination statements releases, reassignments and other instruments as may be necessary or proper to terminate the Agent's

security interest in the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Credit Agreement.

10. Duties of the Debtors. Each Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Each Debtor further agrees (i) not to abandon any Trademark without the prior written consent of the Agent, and (ii) to maintain in full force and effect the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by the applicable Debtor. The Agent shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender Group shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the account of such Debtor and shall be added to the Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, such Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. Each Debtor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by any Debtor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Debtor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Debtor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to such Debtor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies. (a) Each Debtor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the agent in its sole and absolute discretion) as such Debtor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Debtor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse such Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Agent deems in the best interest of the Lender Group. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of Georgia with respect to the Trademarks, each Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan

Documents. Each Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least seven (7) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon each Debtor and its successors and assigns, and shall inure to the benefit of each member of the Lender Group and their respective nominees, successors and assigns. Each Debtor's successors and assigns shall include, without limitation, a receiver or a trustee of such Debtor; provided, however, that such Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

21. Merger. This Agreement represents the final agreement of the Debtors, and the Lender Group with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Debtors and the Lender Group.

22. Effectiveness. This Agreement shall become effective on the Agreement Date.

23. Continuing Lien; Transfers by Lenders.

(a) This Agreement shall create a continuing security interest and collateral assignment of the Trademarks and shall (i) remain in full force and effect until

payment in full of the Obligations and the termination of the Commitments, (ii) be binding upon each Debtor, its successors and assigns, and (iii) inure to the benefit of the Lender Group and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign or otherwise transfer any Obligations held by it, and such other benefits in respect thereof granted to the Agent herein or otherwise, to any other Person, subject, however, to the provisions of Section 10.5 of the Credit Agreement. Upon the payment in full of the Obligations, and the termination of the Commitments, the assignment hereunder shall terminate and all rights to the Trademarks shall revert to the Debtors or to any other Person as may be designated by the Debtors, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement. Upon any such termination, the Agent shall, at Debtors' expense, execute and deliver to the Debtors such documents as the Debtors shall reasonably request to evidence such termination.

(b) The Trademarks shall be subject to release from time to time in accordance with Section 9.15 of the Credit Agreement (the "Released Collateral"). The Liens under this Agreement shall terminate with respect to the Released Collateral upon such release, and upon the request of such Debtor, the Agent shall execute and deliver such instrument or document as may be necessary to release the Liens granted hereunder; provided, however, that (i) the Agent shall not be required to execute any such documents on terms which, in the Agent's opinion, would expose the Agent to liability and (ii) such release shall not in any manner discharge, affect or impair the Obligations of any Debtor or any Liens on (or obligations of the Debtor in respect of) all interests retained by such Debtor, including without limitation, the proceeds of any sale, all of which shall continue to constitute part of the collateral covered by this Agreement.

24. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement, any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender Group, or any of them, under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, upon the occurrence and during the continuation of an Event of Default, in addition to all other rights and remedies given it by this Agreement and the Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party on default under the UCC as enacted in the State of Georgia at that time.

25. Interpretation. In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall govern.

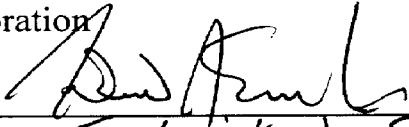
26. Agent. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademarks and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademarks in its actual possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Trademark or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Trademark. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark in its actual possession if such Trademark is accorded treatment substantially equal to that which the Agent accords its own property. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Agent" shall be a reference to the Agent for the ratable benefit of the Issuing Banks and the Lenders, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Agent for the ratable benefit of the Issuing Banks and the Lenders.

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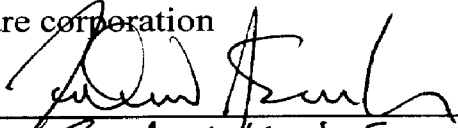
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEBTORS:

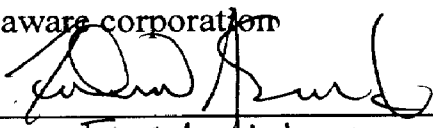
HOST COMMUNICATIONS, INC., a Kentucky corporation

By: 
Name: Frederick J. Erickson
Title: Vice President

UNIVERSAL SPORTS AMERICA, INC., a Delaware corporation

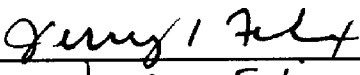
By: 
Name: Frederick J. Erickson
Title: Vice President

DATASOUTH COMPUTER CORPORATION, a Delaware corporation

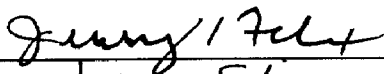
By: 
Name: Frederick J. Erickson
Title: Secretary

USA COLLEGIATE, L.P., a Texas limited partnership

By: USA I, Inc., its general partner

By: 
Name: Jerry Felix
Title: Authorized

USA I, INC., a Delaware corporation

By: 
Name: Jerry Felix
Title: Authorized

STREETBALL PARTNERS, INC., a Texas corporation

By: Jerry Felix
Name: Jerry Felix
Title: Authorized

STREETBALL SPORTS VENTURES PARTNERS, L.P., a Texas limited partnership

By: USA I, Inc., its general partner

By: Jerry Felix
Name: Jerry Felix
Title: Authorized

Agreed and Accepted as of this 17 day of December, 1999.

BANK OF AMERICA, N.A., as administrative agent

By: David B. Jackson
Name: David B. Jackson
Title: Senior Vice President

**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT**

Trademark	Registration Number	Owner
Host Sports and Design	1576715	Host Communications, Inc.
Host Communications	1286348	Host Communications, Inc.
HBCC	1937512	Host Communications, Inc.
Historically Black Collegiate Coalition	1945619 1947403	Host Communications, Inc.
Take A Girl to the Game	2134835	Host Communications, Inc.
Take A Kid to the Game	Applied For: #75/412434 (Pending)	Host Communications, Inc.
The Sports Zone	1946226	Host Communications, Inc.
USA/University Sports America	2050015	Universal Sports America, Inc.
TCM Total Campus Marketing	Applied For: #75/637290 (Pending)	USA Collegiate, L.P.
USA University Sports America	2016408	Universal Sports America, Inc.
H Logo	1283467	Host Communications Inc.
WSA Womens Sports America	Applied For: #75/412450	Host Communications, Inc.
Court of Dreams	1832465	Streetball Partners, Inc.
Golf Skills Challenge	2179032	Streetball Sports Venture Partners, L.P.
Hoop-It-Up	1844508 1589427	Streetball Partners Inc. Streetball Sports Ventures Partners L.P.
Texas Bowl	2092094 2160800	USA Collegiate, L.P.
The Skills Challenge	1,827,037	Streetball Sports Ventures Partners, L.P.
Hoop-It-Up (Canada)	TMA508068	Streetball Sports Ventures Partners, L.P.

ATL/667078.1

Hoop-It-Up (Spain)	1700517	Streetball Partners Inc.
Kick It Up	Applied For: 75/630334	Streetball Sports Ventures Partners, L.P.
Let It Fly	Applied For: 75/768419	Streetball Sports Ventures Partners, L.P.
Spike It Up	1928587	Streetball Sports Ventures Partners, L.P.

ATL/667078.1