08-08-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

101804394

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Host Communications, Inc. 08/01/01

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as administrative agent

Internal Address:

Street Address: 600 Peachtree St., N.E.

City: Atlanta State: GA Zip: 30308

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

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3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: July 27, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/123409; 75/234291

B. Trademark Registration No.(s)
1,949,619; 2,249,983

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Craig Lee

Internal Address: Paul, Hastings, Janofsky & Walker, LLP

Street Address: 600 Peachtree St., N.E. Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....$ 440.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

J. Craig Lee — Name of Person Signing

Signature

7-31-01 — Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/07/2001 AWNED1 00000081 76123409

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02 FC:482 400.00 OP

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Recordation Form (continued)

1. Name of Conveying Parties:

Host Communications Inc., as successor by merger to Streetball Partners International, Inc.

4.A Trademark Application Nos. (continued):

76/166188
76/025164
76/066033
75/266817

4.B Trademark Registration Nos. (continued):

2,444,210
1,576,715
2,375,352
1,930,315
2,050,015
2,321,293
2,241,083
2,428,957
1,997,683

ATL/799256.1

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 27, 2001, by and between Host Communications Inc, a Kentucky corporation, for itself and as successor by merger to Universal Sports America, Inc. and USA Collegiate, L.P. (the "Debtor"), 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., a Georgia corporation, Capital Sports Properties, Inc., a Delaware corporation, Host Communications, Inc., a Kentucky corporation, for itself and as successor by merger to Universal Sports America, Inc., and Datasouth Computer Corporation, a Delaware corporation, as borrowers (each a "Borrower" and collectively, the "Borrowers"), Bull Run Corporation, a Georgia corporation (the "Parent"), as a guarantor, the lenders signatory thereto (the "Lenders"), Bank of America, N.A. and Bank One, Kentucky, NA, as issuing banks (the "Issuing Banks"), First Union National Bank, as syndication agent (the "Syndication Agent") and the Agent are parties to that certain Credit Agreement dated as of December 17, 1999 (as in effect on the date hereof, the "Prior Credit Agreement");

WHEREAS, to secure, among other things, the Obligations (as defined in the Prior Credit Agreement), the Debtor, Universal Sports America, Inc., a Delaware corporation, Datasouth Computer Corporation, a Delaware corporation, and USA Collegiate, L.P., a Texas limited partnership, executed and delivered in favor of the Agent that certain Trademark Security Agreement dated as of December 17, 1999 (as in effect on the date hereof, the "Prior Trademark Security Agreement");

WHEREAS, between the date of the Prior Trademark Security Agreement and the date hereof, there has been a number of significant corporate reorganization transactions among the Debtor and the other signatories to the Prior Trademark Security Agreement, including, (i) effective on June 30, 2000, USA Collegiate, L.P. merged with and into Universal Sports America, Inc., (ii) effective June 30, 2000, Universal Sports America, Inc.; merged with and into Host Communications, Inc., (iii) following the merger of Universal Sports America, Inc. with and into Host Communications, Inc., USA I, Inc., amended its certificate of incorporation to change its name to Streetball Partners International, Inc., and (iv) effective July 1, 2001, Streetball Partners International, Inc. merged with and into Host Communications, Inc.;

WHEREAS, between the date of the Prior Trademark Security Agreement and the date hereof, the Debtor has obtained a number of significant Trademarks (as defined herein), which are included in Schedule 1 attached hereto;

WHEREAS, the parties to the Prior Credit Agreement have agreed to amend and restate the Prior Credit Agreement, as set forth in that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Parent, the Lenders, the Issuing Banks, the Syndication Agent and the Agent;

WHEREAS, the Agent, the Issuing Banks and the Lenders (collectively, the "Lender Group") have required that the Debtor execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (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) and (ii) as a condition precedent to the execution and delivery of 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 Debtor hereby agrees 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, the 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 the Debtor's right, title and

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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 the Debtor's business symbolized by the foregoing and connected therewith and (e) all of the 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 the Debtor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. The 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 the 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. The Debtor represents and warrants that (a) the Trademarks listed on Schedule 1 are a true, accurate and complete list of all of the Debtor's material Trademarks, and (b) no liens, claims or security interests in such Trademarks have been granted by the Debtor to any Person, other than the Agent and except as permitted in the Credit Agreement. If, prior to the termination of this Agreement, the 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. The Debtor shall give to the Agent written notice of the acquisition of new Trademarks promptly after the occurrence thereof. The Debtor may, and hereby authorizes the Agent to, modify this Agreement unilaterally upon the 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. The 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 the Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to the 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 Debtor, or without notice if an Event of Default has occurred and is continuing), have access to, examine, audit, make copies (at the Debtor's expense) and extracts from and inspect the Debtor's premises and examine the Debtor's books, records and operations relating to the Trademarks. The 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 Debtor, at the Debtor's 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 Debtor. The 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. The 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 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 the 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, the 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. The 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 the 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 the 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 the 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 the 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) The 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 the Debtor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the 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 the 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. The 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. The 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, the 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. The 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 the 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. The Debtor's successors and assigns shall include, without limitation, a receiver or a trustee of the Debtor; provided, however, that the 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 Debtor, 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 Debtor 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 the 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 Debtor or to any other Person as may be designated by the Debtor, 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 the Debtor's expense, execute and deliver to the Debtor such documents as the Debtor 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 the 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 the Debtor

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or any Liens on (or obligations of the Debtor in respect of) all interests retained by the 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. The 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.

27. Removal of Datasouth as a Party. Datasouth Computer Corporation was a party to the Prior Trademark Security Agreement, however, the Trademarks in which the Agent was granted a security interest thereunder did not include any property of Datasouth Computer Corporation. Therefore, it is no longer necessary for Datasouth Computer Corporation to remain a party to the Prior Trademark Security Agreement or to join as a party to this Agreement, except to the extent that Datasouth Computer Corporation is required to consent to the amendment and restatement of the

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Prior Trademark Security Agreement, and Datasouth Computer Corporation is hereby removed as a party to the Prior Trademark Security Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

DEBTOR:

HOST COMMUNICATIONS, INC., a Kentucky corporation

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

By execution of this Agreement, Datasouth Computer Corporation hereby agrees and consents to the amendment and restatement of the Prior Trademark Security Agreement as set forth herein as of the day and year first written above

DATASOUTH COMPUTER CORPORATION, a Delaware corporation

By: _____
Name: Frederick J. Erickson
Title: Executive VP-Finance & Administration

Agreed and Accepted as of
this __ day of July, 2001.

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

By: _____
Name: _____
Title: _____

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

DEBTOR:

HOST COMMUNICATIONS, INC., a Kentucky corporation

By:_____
Name:_____
Title:_____

By execution of this Agreement, Datasouth Computer Corporation hereby agrees and consents to the amendment and restatement of the Prior Trademark Security Agreement as set forth herein as of the day and year first written above

DATASOUTH COMPUTER CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted as of this 27 day of July, 2001.

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

By: [signature]
Name: John G. Hutchinson Jr.
Title: Assistant Vice President