

08-23-2004



Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

102819364

4/16/04

RE

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sportline, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Domestic Debtor
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) May 27, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: National City Bank

Internal _____

Address: Floor 13

Street Address: One South Broad Street

City: Philadelphia

State: PA

Country: US Zip: 19107

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware, US

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Attached as Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Louis M. Heidelberger

Internal Address: Reed Smith LLP

2500 One Liberty Place

Street Address: 1650 Market Street

City: Philadelphia

State: PA Zip: 19103

Phone Number: 215-851-8100

Fax Number: 215085101420

Email Address: lheidelberger@reedsmith.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Todd A. Norton
Signature

8/18/2004
Date

Todd A. Norton
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 003031 FRAME: 0148

NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SPORTLINE, INC. ("the Domestic Debtor") with principal offices at 4 Executive Plaza, Yonkers, New York 10701, hereby grants to National City Bank, as U.S. Collateral Agent (the "Secured Party") with offices at One South Broad Street, Floor 13, Philadelphia, Pennsylvania 19107, a security interest in all of the Domestic Debtor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Trademarks") set forth in Schedule A attached hereto; all Proceeds (as such term is defined in the Security Agreement referred to below) of the Trademarks, the goodwill of the businesses with which the Trademarks are associated and, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (the "Security Interest").

THIS NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS (this "Notice"), effective May 27, 2004, is made to secure the satisfactory performance and payment of all the Obligations of the Domestic Debtor, subject to the terms and conditions of the Security Agreement dated May 27, 2004, made by the Domestic Debtor, the other grantors from time to time party thereto and the Secured Party (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

This Notice has been issued in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the Security Interest are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Notice are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Notice this 27th day of May, 2004.

SPORTLINE, INC.

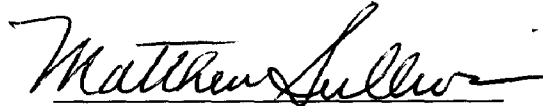
By: 
Name: Robert G. Levine
Title: Chairman

COMMONWEALTH OF PENNSYLVANIA

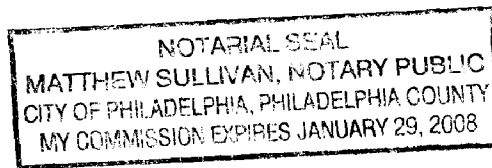
SS.:

COUNTY OF PHILADELPHIA

On this 27th day of May, 2004, before me personally came Robert G. Levine who, being by me duly sworn, did state as follows: that he is Chairman of Sportline, Inc., that he is authorized to execute the foregoing Notice on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public



SCHEDULE A

<i>Trademark</i>	<i>Appl./Reg. No.</i>	<i>Filing/Reg. Date</i>
Sportline	1,526,602	2/28/89
World Travel Organizer WTO & Design	2,162,419	6/2/98