

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gameday Media, Inc., as Grantor		07/22/2005	CORPORATION: DELAWARE
Action Sports Media, Inc., as Grantor		07/22/2005	CORPORATION: WASHINGTON
Action Sports Holdings, Inc., as Grantor		07/22/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC, as Secured Party
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2341988	ACTION SPORTS MEDIA
Registration Number:	2592202	SIZZLE FIZZLE
Registration Number:	2413851	HUSTLE BOARD

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-372-1121
 Email: trademarks@bellboyd.com
 Correspondent Name: Bell, Boyd & Lloyd LLC
 Address Line 1: P.O. Box 1135
 Address Line 4: Chicago, ILLINOIS 60690-1135

CH \$90.00 2341988

ATTORNEY DOCKET NUMBER:	115192-16
NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	11/29/2005

Total Attachments: 9

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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of July 22, 2005, is made by **GAMEDAY MEDIA, INC.**, a Delaware corporation ("**GameDay**"), **ACTION SPORTS HOLDINGS, INC.**, a Delaware corporation ("**Holdings**"), and **ACTION SPORTS MEDIA INC.**, a Washington corporation ("**Action Sports**") (**GameDay**, **Holdings** and **Action Sports** are each sometimes referred to herein individually as a "**Grantor**" and collectively as the "**Grantors**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "**Secured Party**").

RECITALS:

A. Grantors, Secured Party and the other Lenders party thereto have entered into a certain Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

B. Pursuant to the Credit Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Credit Agreement.

C. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP, consistently applied. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirm its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for

itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "Intellectual Property Collateral"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreements shall govern.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

GAMEDAY MEDIA, INC.

By: Clark R. Crosnoe
Name: Clark R. Crosnoe
Title: Vice President and Secretary

ACTION SPORTS HOLDINGS, INC.

By: Clark R. Crosnoe
Name: Clark R. Crosnoe
Title: Vice President and Secretary

ACTION SPORTS MEDIA INC.

By: Clark R. Crosnoe
Name: Clark R. Crosnoe
Title: Vice President and Secretary

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Its: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

GAMEDAY MEDIA, INC.

By: _____
Name: _____
Title: _____

ACTION SPORTS HOLDINGS, INC.

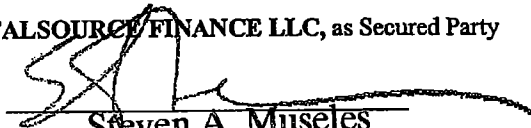
By: _____
Name: _____
Title: _____

ACTION SPORTS MEDIA INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Its: Steven A. Museles
Title: Senior Vice President

ACKNOWLEDGEMENT OF GRANTOR

GAMEDAY MEDIA, INC.

STATE OF Texas)
)
COUNTY OF Dallas) ss:

On this 7th day of ~~June~~ July, 2005 before me personally appeared Clark Crosnoe proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GameDay Media, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Beth Upchurch
Notary Public

My Commission Expires:

ACKNOWLEDGEMENT OF GRANTOR



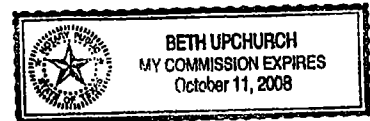
ACTION SPORTS HOLDINGS, INC.

STATE OF Texas)
)
COUNTY OF Dallas) ss:

On this 7th day of ~~June~~ July, 2005 before me personally appeared Clark Crosnoe proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Action Sports Holdings, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Beth Upchurch
Notary Public

My Commission Expires:



SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION- ACTION SPORTS MEDIA INC.				
MARK	COUNTRY/ STATE	REGISTRATION NUMBER	Registration Date	STATUS
ACTION SPORTS MEDIA	United States	2341988	April 11, 2000	
SIZZLE FIZZLE	United States	2592202	July 9, 2002	
HUSTLE BOARD	United States	2413851	December 19, 2000	

B. TRADEMARK APPLICATIONS

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.