

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sports Enthusiast Media LLC		01/02/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	2325 Lakeview Parkway		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2905190	HEAD2HEAD	
<b>Serial Number:</b>	77061076	H2H	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404.572.2611		
<b>Email:</b>	vfitzpatrick@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLC		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	Vandy F. Fitzpatrick		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Vandy F.Fitzpatrick		
<b>Signature:</b>	/S/ Vandy F. Fitzpatrick		

**CH \$65.00 2905190**

Date:

01/12/2007

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 2, 2007, by SPORTS ENTHUSIAST MEDIA LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated April 19, 2006, by and among Daily Racing Form LLC, a Delaware limited liability company ("Borrower"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of May 24, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses recorded with the U.S. Patent and Trademark Office to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License recorded with the U.S. Patent and Trademark Office; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any such Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPORTS ENTHUSIAST MEDIA LLC

By: [Signature]  
Name: Brent Diamond  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: \_\_\_\_\_  
Its Duly Authorized Signatory

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NEW YORK    )  
                                  )  
                                  )    ss.  
COUNTY OF NEW YORK )

On this 2<sup>nd</sup> day of January, 2007, before me personally appeared BRENT DIAMOND, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SPORTS ENTHUSIAST MEDIA LLC, who being by me duly sworn did depose and say that he is an authorized officer of limited liability company, that the said instrument was signed on behalf of said limited liability company and that he acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]  
Notary Public

Barry A. Cassell  
Notary Public, State of New York  
No. 02CA6133045  
Qualified in New York County  
Commission Expires September 6, 2009

{seal}

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES**

**TRADEMARK REGISTRATIONS**

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
United States	HEAD2HEAD	2,905,190	11-23-2004

**TRADEMARK APPLICATIONS**

<u>Country</u>	<u>Mark</u>	<u>Application No.</u>
United States	H2H	77/061,076

**TRADEMARK LICENSES**

None.