

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Professional Bull Riders, Inc.		04/23/2007	CORPORATION: COLORADO

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CIT Lending Services Corporation
<b>Street Address:</b>	One CIT Drive
<b>City:</b>	Livingston
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07039
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2691460	PBR PROFESSIONAL BULL RIDERS
Registration Number:	3092012	PBR PROFESSIONAL BULL RIDERS
Registration Number:	3085917	PBR PROFESSIONAL BULL RIDERS
Serial Number:	76640051	PBR PROFESSIONAL BULL RIDERS
Registration Number:	3044118	
Registration Number:	3088091	
Registration Number:	3022769	
Registration Number:	3052710	PBR
Registration Number:	2253100	TOURING PRO DIVISION PBR
Registration Number:	2207333	PBR
Registration Number:	3097240	PBR
Registration Number:	3187818	PBR
Serial Number:	78945532	PBR
Registration Number:	2334299	PROFESSIONAL BULL RIDERS

**CH \$540.00 2691460**

Registration Number:	3115825	PROFESSIONAL BULL RIDERS
Registration Number:	3092112	PBR PROFESSIONAL BULL RIDERS
Registration Number:	2822593	PRO BULL RIDER
Serial Number:	76623037	:08 SECOND HEROES
Serial Number:	76640057	8 SECOND HEROES
Serial Number:	76623038	TOUGHEST TOYS ON DIRT
Serial Number:	76640058	TOUGHEST SPORT ON DIRT!

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617.239.0100  
Email: bcampbell@eapdlaw.com  
Correspondent Name: Brenda S. Campbell, Paralegal  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	23666/0219
NAME OF SUBMITTER:	Brenda S. Campbell, Paralegal
Signature:	/Brenda S. Campbell/
Date:	04/26/2007

**Total Attachments: 10**

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**TO BE RECORDED WITH U.S.  
PATENT AND TRADEMARK OFFICE**

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of April 23, 2007, by **PROFESSIONAL BULL RIDERS, INC.**, a Colorado corporation ("Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, **as Administrative Agent** (in such capacity, together with its successors and assigns in such capacity, "Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

**RECITALS**

A. Debtor has executed and delivered to Agent a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement"), by and between Agent, on behalf of the Secured Parties, Debtor, PBR Merger Co., a Delaware corporation, Professional Bull Riders LLC, a Delaware limited liability company, PBR-TV, Inc., a Colorado corporation, and PBR International, LLC, a Colorado limited liability company.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

**1. Security Interest.** Debtor hereby grants to Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, whether registered or unregistered, including, but not limited to, those registered trademarks of Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

**2. Representations and Warranties.** Debtor represents and warrants that:

2.1. **Schedule A** sets forth as of the date hereof all United States trademark registrations and applications owned by Debtor.

2.2. As of the date hereof, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

**3. Covenants.** Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least quarterly Debtor shall give to Agent written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record Agent's and Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

**4. Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Agent may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

**5. Attorney-in-Fact.** Debtor hereby appoints Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Agent deem necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Agent (or Agent's designee in accordance with the terms hereof) and on the statements made therein.

**6. General.**

6.1. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement (as defined in the General Security Agreement) shall operate as a

waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Agent.

6.3. If any clause or provision of this Agreement 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 thereof, 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.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**PROFESSIONAL BULL RIDERS, INC.**

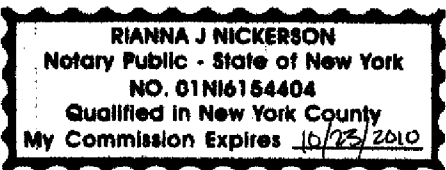
By: *Richard H. Patterson*  
Richard H. Patterson, Chairman

**CIT LENDING SERVICES CORPORATION,  
as Administrative Agent**

By: \_\_\_\_\_  
Sherrese Clark, Vice President

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

In New York, on this 19<sup>th</sup> day of April, 2007, before me personally appeared Richard H. Patterson, the Chairman of Professional Bull Riders, Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.



*Rianna J. Nickerson*  
Notary Public  
Print Name: Rianna J. Nickerson  
My Commission expires: 10/23/2010

STATE OF NEW JERSEY )  
COUNTY OF MORRIS )

In Morristown on this \_\_\_\_\_ day of April, 2007, before me personally appeared Sherrese Clark, a Vice President of CIT Lending Services Corporation, as Administrative Agent, to me known and known by me to be the person executing the foregoing instrument and her acknowledged said instrument by her executed to be her free act and deed in said capacity and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**PROFESSIONAL BULL RIDERS, INC.**

By: \_\_\_\_\_  
Richard H. Patterson, Chairman

**CIT LENDING SERVICES CORPORATION,  
as Administrative Agent**

By: Anthony Holland  
Anthony Holland, Vice President

STATE OF NEW YORK     )  
COUNTY OF NEW YORK    )

In New York, on this \_\_\_\_\_ day of April, 2007, before me personally appeared Richard H. Patterson, the Chairman of Professional Bull Riders, Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF NEW JERSEY     )  
COUNTY OF MORRIS        )

In Morristown on this 20<sup>th</sup> day of April, 2007, before me personally appeared Anthony Holland, a Vice President of CIT Lending Services Corporation, as Administrative Agent, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

Mary Ann Dunn  
Notary Public  
Print Name: MARY ANN DUNN  
My Commission expires: MAY 8, 2011



*Trademark Security Agreement*

MARY ANN DUNN  
Notary Public of New Jersey  
My Comm. Exp. May 8, 2011




**TRADEMARK**  
**REEL: 003530 FRAME: 0123**

**Schedule A**



**Trademarks**

<b><u>Mark (U.S.)</u></b>	<b><u>Serial No./Reg. No.</u></b>	<b><u>Class</u></b>	<b><u>Goods/Services</u></b>
	2,691,460 (2/25/03)	14(®)	BELT BUCKLES; RINGS; PINS; WATCHES; CLOCKS
	2,691,460	16(®)	PRINTED MATTER, POSTERS, BROCHURES, STICKERS, CALENDARS, PENS, MAGAZINES, ETC.  CLOTH GARMENT BAGS; EQUIPMENT BAGS
	2,691,460	18(®)	BANNERS; PENNANTS  DRINKING GLASSES; MUGS
	2,691,460	20(®)	CLOTHING; CAPS; JACKETS
	2,691,460	21(®)	TRADING CARD GAMES; ACTIVITY TOYS, ACTION FIGURES, TOY VEHICLES AND TOY ANIMALS
	2,691,460	25(®)	ANIMAL FEED
	3,092,012	28	ANIMAL FEED
	3,085,917 (4/25/06)	31(®)	ENTERTAINMENT SERVICES; SPORTS COMPETITIONS IN THE FIELD OF BULL RIDING
	2,691,460	41(®)	GAMING MACHINES; BEDDING, NAMELY SHEETS, PILLOW CASES, BED COVERS; BLANKETS, COMFORTERS AND TOWELS; RUGS, MATS AND WALL COVERINGS; BARBECUE SAUCE
76/640,051 (Notice of Allowance 6/6/06)	9, 24, 30		
	3,044,118 (1/17/06)	16(®)	PRINTED MATTER; POSTERS; BROCHURES; STICKERS, ETC.
	3,044,118	25(®)	CLOTHING; SHIRTS; HATS; JACKETS
	3,088,091 (5/2/06)	31(®)	ANIMAL FEED
	3,044,118	41(®)	ENTERTAINMENT SERVICES; CONDUCTING COMPETITIONS IN THE FIELD OF BULL RIDING



	3,022,769 (12/6/05)	16(®)	PRINTED MATTER; POSTERS; BROCHURES; STICKERS, ETC.
	3,022,769	25(®)	CLOTHING; SHIRTS; HATS; JACKETS
	3,022,769	41(®)	ENTERTAINMENT SERVICES; CONDUCTING COMPETITIONS IN THE FIELD OF BULL RIDING
	3,052,710 (1/31/06)	25(®)	CLOTHING; SHIRTS; HATS; JACKETS
	3,052,710	28(®)	TOYS
	2,253,100 (6/15/99)	16(®)	PRINTED MATTER, NAMELY, ARRANGING AND CONDUCTING SPORTS COMPETITIONS IN THE FIELD OF BULL RIDING
		41(®)	ENTERTAINMENT SERVICES, NAMELY, ARRANGING AND CONDUCTING SPORTS COMPETITIONS IN THE FIELD OF BULL RIDING

PBR	2,207,333 (12/1/98)	16(®)	PRINTED MATTER, NAMELY POSTERS AND BROCHURES CONCERNING BULL RIDING, DECALS, AND NEWSPAPERS AND MAGAZINES CONCERNING BULL RIDING
	3,097,240 (5/30/06)	14,(®)1 8, 20, 21, 25, 28 and 30	BELT BUCKLES, ORNAMENTAL PINS, MONEY CLIPS, WATCHES, CLOCKS AND RINGS MADE OF PRECIOUS METAL; CLOTH GARMENT BAGS; BELTS, WALLETS, BRIEFCASES AND ALL-PURPOSE SPORTS EQUIPMENT BAGS; KEY CHAINS; DRINKING GLASSES, BEVERAGE GLASSWARE, COFFEE MUGS AND COFFEE CUPS; CLOTHING FOR MEN AND WOMEN, NAMELY, SHIRTS, SWEATSHIRTS, BASEBALL STYLE CAPS, JACKETS AND FOOTWEAR; TOYS AND GAMES, NAMELY, BOARD GAMES, TRADING CARDS, CARD GAMES, PUZZLES, ACTIVITY TOYS, TOY ACTION FIGURES AND ACCESSORIES; BARBECUE SAUCE
	3,187,818 (12/19/06)	5, 9, 24	MUSCLE AND JOINT PAIN RELIEF ANALGESICS; GAMING MACHINES; BEDDING, NAMELY SHEETS, PILLOW CASES, BED COVERS; BLANKETS, COMFORTERS AND TOWELS; MATS, RUGS AND WALL COVERINGS
	78/945,532 Filed 8/4/06	041	ENTERTAINMENT SERVICES, CONDUCTING COMPETITIONS IN THE FIELD OF BULL RIDING

PROFESSIONAL BULL RIDERS	2,334,299 (3/28/00)	16(®)	PRINTED MATTER, NAMELY, POSTERS AND BROCHURES ABOUT BULL RIDING, DECALS, AND NEWSPAPERS AND MAGAZINES ABOUT BULL RIDING
	3,115,825 (7/18/06)	25,28, 41	CLOTHING FOR MEN AND WOMEN, NAMELY, SHIRTS, SWEATSHIRTS, BASEBALL STYLE CAPS AND JACKETS; TOYS AND GAMES, NAMELY, BOARD GAMES, TRADING CARDS, CARD GAMES, PUZZLES, ACTIVITY TOYS, TOY ACTION FIGURES AND ACCESSORIES; ENTERTAINMENT SERVICES, NAMELY, ARRANGING, SPONSORING AND CONDUCTING SPORTS COMPETITIONS IN THE FIELD OF BULL RIDING; AND FAN CLUBS
	3,092,112 (5/16/06)	16,41 (®)	PRINTED MATTER, NAMELY, POSTERS AND BROCHURES ABOUT BULL RIDING, DECALS, BUMPER STICKERS, CALENDARS, PENS AND NEWSPAPERS AND MAGAZINES ABOUT BULL RIDING; ENTERTAINMENT SERVICES, NAMELY, ARRANGING, SPONSORING AND CONDUCTING SPORTS COMPETITIONS IN THE FIELD OF BULL RIDING; AND FAN CLUBS
PRO BULL RIDER	2,822,593 (3/16/04)	16(®)	PUBLICATIONS, NAMELY, A MULTI-MEDIA MAGAZINE FEATURING BULL RIDING, PROFESSIONAL BULL RIDERS AND PROFESSIONAL BULL RIDING EVENTS
:08 SECOND HEROES	76/623,037 (notice of allowance issued 5/16/06)	28	TRADING CARD GAMES; ACTIVITY TOYS, NAMELY, ACTION FIGURES, TOY VEHICLES AND TOY ANIMALS
	76/640,057 (notice of allowance issued 5/16/06)	16,  25,  28,  41	PRINTED MATTER, NAMELY, POSTERS AND BROCHURES ABOUT BULL RIDING, DECALS, BUMPER STICKERS, CALENDARS, PENS AND NEWSPAPERS AND MAGAZINES ABOUT BULL RIDING; CLOTHING FOR MEN AND WOMEN, NAMELY, SHIRTS, SWEATSHIRTS, BASEBALL STYLE CAPS AND JACKETS; TOYS AND GAMES, NAMELY, BOARD GAMES, TRADING CARDS, CARD GAMES, PUZZLES, ACTIVITY TOYS, TOY ACTION FIGURES AND ACCESSORIES; ENTERTAINMENT SERVICES, NAMELY, ARRANGING, SPONSORING AND CONDUCTING SPORTS COMPETITIONS IN THE FIELD OF BULL RIDING; AND FAN CLUBS

TOUGHEST TOYS ON DIRT	76/623,038 (Notice of Allowance issued 7/4/06)	28	TOYS AND GAMES, NAMELY, BOARD GAMES, CARD GAMES, PUZZLES, ACTIVITY TOYS, TOY ACTION FIGURES AND ACCESSORIES, NOT INCLUDING TOY VEHICLES
TOUGHEST SPORT ON DIRT!	76/640,058 (Notice of Allowance issued 7/18/06)	16,  25,  41	PRINTED MATTER, NAMELY, POSTERS AND BROCHURES ABOUT BULL RIDING, DECALS, BUMPER STICKERS, CALENDARS, PENS AND NEWSPAPERS AND MAGAZINES ABOUT BULL RIDING; CLOTHING FOR MEN AND WOMEN, NAMELY, SHIRTS, SWEATSHIRTS, BASEBALL STYLE CAPS AND JACKETS; ENTERTAINMENT SERVICES, NAMELY, ARRANGING, SPONSORING AND CONDUCTING SPORTS COMPETITIONS IN THE FIELD OF BULL RIDING