

**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
FAMILY SPORTS CONCEPTS, INC.		07/20/2007	CORPORATION: FLORIDA
FSC FRANCHISE CO., LLC		07/20/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P., AS AGENT
Street Address:	335 North Maple Drive
Internal Address:	Suite 240
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2318368	O'BRADY'S
Registration Number:	1897862	BEEF 'O'BRADY'S
Registration Number:	2323415	BEEF'S
Serial Number:	77074841	BEEF 'O'BRADY'S
Registration Number:	2843277	A LEAGUE OF ITS OWN

**CORRESPONDENCE DATA**

Fax Number: (213)830-8743  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 213-680-6400  
 Email: kimberley.lathrop@bingham.com  
 Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen  
 Address Line 1: 355 South Grand Avenue

CH \$140.00 2318368

Address Line 2: Suite 4400  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3212285.0000325753
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	07/26/2007

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 20th day of July, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P.**, a California limited partnership (in its capacity as collateral agent for itself and the Purchasers and the Holders, the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of July 20, 2007 (as amended from time to time, the "Securities Purchase Agreement") by and among the Grantors, the Secured Party and the Purchasers from time to time party thereto, such Purchasers are willing to purchase the Securities pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Securities as provided for in the Securities Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Secured Party that certain Security Agreement dated July 20, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party, for the benefit of the Purchasers and the Holders, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Securities Purchase Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Secured Party, for the benefit of the Purchasers and the Holders, a first priority, continuing security interest in all of such 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 rights in and to Intellectual Property Licenses with respect to trademarks to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations, extensions, modifications and renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, for the benefit of the Purchasers and the Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Investment Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

**GRANTORS:**

**FAMILY SPORTS CONCEPTS, INC.,**  
a Florida corporation

By: 

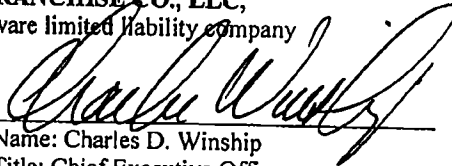
Name: Charles D. Winship  
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 003590 FRAME: 0963**

**FSC FRANCHISE CO., LLC,**  
a Delaware limited liability company

By:

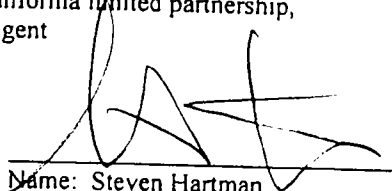
  
Name: Charles D. Winship  
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 003590 FRAME: 0964**

ACCEPTED AND ACKNOWLEDGED BY: **LEVINE LEICHTMAN CAPITAL PARTNERS, INC.**,  
a California corporation

On behalf of **LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P.**,  
a California limited partnership,  
as Agent

By:   
Name: Steven Hartman  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Family Sports Concepts, Inc.	US	O'BRADY'S (service mark)	2,318,368	02/15/2000
Family Sports Concepts, Inc.	US	BEEF'O'BRADY'S (service mark)	1,897,862	06/06/1995
Family Sports Concepts, Inc.	US	BEEF'S (service mark)	2,323,415	02/29/2000
Family Sports Concepts, Inc.	US	BEEF'O'BRADY'S (stylized)	77/074,841	01/03/2007
Family Sports Concepts, Inc.	US	A LEAGUE OF ITS OWN (service mark)	2,843,277	05/18/2004
Family Sports Concepts, Inc.	US	BEEF'O'BRADY'S	Pending	01/03/2007
Family Sports Concepts, Inc.	Florida	BEEF'O'BRADY'S	T15985	06/22/1992

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

TRADEMARK SECURITY AGREEMENT

ACTIVE/72095498.1

RECORDED: 07/26/2007

**TRADEMARK**  
REEL: 003590 FRAME: 0966