

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acknowledgement of Intellectual Property Collateral Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Tennis Channel, Inc.		08/21/2007	CORPORATION: DELAWARE
The Tennis Channel Holdings, Inc.		08/21/2007	CORPORATION: DELAWARE
Tennis Channel Events, LLC		08/21/2007	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78925854	CHARITY JAM
Serial Number:	78925947	DESTINATION TENNIS
Serial Number:	78929975	TENNIS INSIDERS
Serial Number:	78929805	NO STRINGS
Serial Number:	78929774	MATCH MAKERS
Serial Number:	78926005	GLAM SLAM
Serial Number:	78925827	CENTER COURT
Serial Number:	76592578	T TENNIS CHANNEL
Serial Number:	76592576	T TENNIS CHANNEL
Serial Number:	76557560	T TENNIS CHANNEL
Serial Number:	76557559	T TENNIS CHANNEL
Serial Number:	76535554	BRAGGING RIGHTS

CH \$315.00 78925854

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 LLP
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115192-38
NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	08/23/2007

Total Attachments: 10
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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "Acknowledgement"), dated as of August 21, 2007, is made by THE TENNIS CHANNEL, INC., a Delaware corporation ("Borrower"), THE TENNIS CHANNEL HOLDINGS, INC., a Delaware corporation ("Holdings"), and TENNIS CHANNEL EVENTS, LLC, a Nevada limited liability company ("Events") (Borrower, Holdings and Events 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 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 (i) 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") and (ii) a certain Security Agreement of even date herewith (such Security 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 "Security 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 Security 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 Loan Documents.

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. 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 reaffirms 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 Trademarks now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule I hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing (in each case to the extent applicable);

(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 Copyrights now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule II hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing (in each case to the extent applicable); 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 Patents now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule III hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing (in each case to the extent applicable); 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 Agreement shall govern.

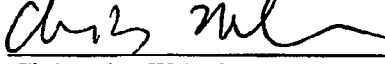
IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

THE TENNIS CHANNEL, INC.


By: 
Name: Christopher W. Nelson
Title: Assistant Secretary

THE TENNIS CHANNEL HOLDINGS, INC.

By: 
Name: Christopher W. Nelson
Title: Assistant Secretary


TENNIS CHANNEL EVENTS, LLC

By: The Tennis Channel, Inc., as sole member

By: 
Name: Christopher W. Nelson
Title: Assistant Secretary

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 

Its: **Peggy Balsawer**

Title: **Associate General Counsel**


Corporate Finance

ACKNOWLEDGEMENT OF GRANTOR

THE TENNIS CHANNEL, INC.

STATE OF MASSACHUSETTS)
)
) ss:
COUNTY OF SUFFOLK)

On this 21st day of August 2007 before me personally appeared Christopher W. Nelson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Tennis Channel, 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 such corporation.



Notary Public

My Commission Expires: 01-31-2014

ACKNOWLEDGEMENT OF GRANTOR

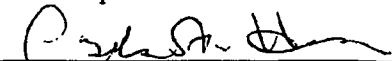


CARLA A. HINES
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 31, 2014

THE TENNIS CHANNEL HOLDINGS, INC.

STATE OF MASSACHUSETTS)
)
) ss:
COUNTY OF SUFFOLK)

On this 21st day of August 2007 before me personally appeared Christopher W. Nelson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Tennis Channel 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 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 such corporation.



Notary Public

My Commission Expires: 01-31-2014



CARLA A. HINES
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 31, 2014

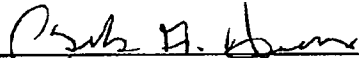
The Tennis Channel Acknowledgement of IP Collateral Lien

ACKNOWLEDGEMENT OF GRANTOR

TENNIS CHANNEL EVENTS, LLC

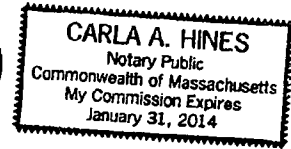
STATE OF MASSACHUSETTS)
)
) ss:
COUNTY OF SUFFOLK)

On this 21st day of August 2007 before me personally appeared Christopher W. Nelson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tennis Channel Events, LLC, a Nevada limited liability company, who being by me duly sworn did depose and say that he is an authorized person of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its manager(s) or member(s) and that he acknowledged such instrument to be the free act and deed of such limited liability company.



Notary Public

My Commission Expires: 01-31-2014



SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION – THE TENNIS CHANNEL, INC.				
MARK	COUNTRY/ STATE	APPLICATION/ SERIAL NUMBER & FILING DATE	REGISTRATION NUMBER & DATE	STATUS
CHARITY JAM	United States	78925854 07/10/2006		Live/Active
DESTINATION TENNIS	United States	78925947 07/10/2006	3244656 05/22/2007	Live/Active
TENNIS INSIDERS	United States	78929975 07/14/2006	3239794 05/08/2007	Live/Active
NO STRINGS	United States	78929805 07/14/2006	3239793 05/08/2007	Live/Active
MATCH MAKERS	United States	78929774 07/14/2006	3239792 05/08/2007	Live/Active
GLAM SLAM	United States	78926005 07/10/2006	3239684 05/08/2007	Live/Active
CENTER COURT	United States	78925827 07/10/2006	3239673 05/08/2007	Live/Active
T TENNIS CHANNEL	United States	76592578 05/17/2004	3250119 US 0844807 Intl 0848286 Intl 06/12/2007	Live/Active
T TENNIS CHANNEL	United States	76592576 05/17/2004	3167084 US 0848286 Intl 11/07/2006	Live/Active
T TENNIS CHANNEL	United States	76557560 11/06/2003	2951040 05/17/2005	Live/Active
T TENNIS CHANNEL	United States	76557559 11/06/2003	3170368 11/14/2006	Live/Active
BRAGGING RIGHTS	United States	76535554 08/07/2003	2957703 05/31/2005	Live/Active
TENNIS CHANNEL & DESIGN	Argentina	2554741		Live/Active
TENNIS CHANNEL & DESIGN	Brazil	827077432		Live/Active
TENNIS CHANNEL & DESIGN	Bahamas	27199		Live/Active
TENNIS CHANNEL & DESIGN	Canada	1237079 11/12/2004		Live/Active
TENNIS CHANNEL & DESIGN	Chile	666528		Live/Active

FEDERAL REGISTRATION – THE TENNIS CHANNEL, INC.				
MARK	COUNTRY/ STATE	APPLICATION/ SERIAL NUMBER & FILING DATE	REGISTRATION NUMBER & DATE	STATUS
TENNIS CHANNEL & DESIGN	CTM European Community	4117966		Live/Active
TENNIS CHANNEL & DESIGN	Dominican Republic	2004-92400		Live/Active
TENNIS CHANNEL & DESIGN	Hong Kong	300318249		Live/Active
TENNIS CHANNEL & DESIGN	Israel	176153		Live/Active
TENNIS CHANNEL & DESIGN	India	1320561		Live/Active
TENNIS CHANNEL & DESIGN	Jamaica	45969		Live/Active
TENNIS CHANNEL & DESIGN	Korea	844807		Live/Active
TENNIS CHANNEL & DESIGN	Madrid Protocol	A0000105		Live/Active
TENNIS CHANNEL & DESIGN	Madrid Protocol	A0000102		Live/Active
TENNIS CHANNEL & DESIGN	Mexico	687642		Live/Active
TENNIS CHANNEL & DESIGN	Romania	848286		Live/Active
TENNIS CHANNEL & DESIGN	Thailand	572585		Live/Active
TENNIS CHANNEL & DESIGN	Taiwan	93053065		Live/Active
TENNIS CHANNEL & DESIGN	Venezuela	2004-019698		Live/Active
TENNIS CHANNEL & DESIGN	South Africa	2004-20694		Live/Active

B. TRADEMARK APPLICATIONS

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

FEDERAL REGISTRATION - IN THE NAME OF THE TENNIS CHANNEL, INC.		
TITLE	REG. NO./ REG. DATE	OWNER
Know your own game.	PA-1-333-604 07/20/2006	acHuman Kinetics, Miller Publishing Group, & the Tennis Channel, employer for hire.
Neutralize the net-rusher	PA-1-335-942 07/20/2006	acHuman Kinetics, Miller Publishing Group, Tennis Channel, employers for hire.
Attack the all-court player	PA-1-339-028 07/20/2006	Human Kinetics, Miller Publishing Group & Tennis Channel, employers for hire.
Beat the baseliner	PA-1-339-030 07/20/2006	Human Kinetics aMiller Publishing Group, Tennis Channel, employers for hire.
The Tennis Channel humor segments	PAu-2-860-981 04/29/2004	

B. COPYRIGHT APPLICATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.