

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sports Enthusiast Media LLC		10/19/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2325 Lakeview Parkway		
Internal Address:	Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2957259		
Registration Number:	2905190	HEAD2HEAD	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	Jeffrey P. Balcita		
Address Line 2:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09636.015028		
NAME OF SUBMITTER:	Jeffrey P. Balcita		

CH \$65.00 2957259

900089862

TRADEMARK
REEL: 003643 FRAME: 0773

Signature:

/Jeffrey P. Balcita/

Date:

10/22/2007

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 19, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

DAILY RACING FORM LLC,
as Grantor

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

SPORTS ENTHUSIAST MEDIA LLC,
as Grantor

By: [Signature]
Name: Brent Diamond
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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.

Very truly yours,

DAILY RACING FORM LLC,
as Grantor

By: _____
Name:
Title:

SPORTS ENTHUSIAST MEDIA LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By:  _____
Name: **Ellen Weaver**
Title: **Duly Authorized Signatory**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 19 day of October 19, 2007 before me personally appeared Brent Deamer proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DRE LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sahid Husein
Notary Public

SAHID HUSEIN
Notary Public, State of New York
No. 41-4786105
Qualified in Queens County
Commission Expires Jan 30, 2009

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 19 day of October 19, 2007 before me personally appeared Brent D. Scamora proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SEM LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sahid Husein
Notary Public

SAHID HUSEIN
Notary Public, State of New York
No. 41-4736105
Qualified in Queens County
Commission Expires SEP 30, 2009

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

U.S.

Mark	Reg. No.	Class	Credit Party
A Closer Look*	1787694 (S)	16	Daily Racing Form LLC
A Closer Look	2512422	16	Daily Racing Form LLC
At A Glance*	1787693 (S)	16	Daily Racing Form LLC
Daily Racing Form	2321656	16	Daily Racing Form LLC
Daily Racing Form & Design	2361920	41/42	Daily Racing Form LLC
Daily Racing Form Logo (1894 & Design)	1743063	16	Daily Racing Form LLC
Daily Racing Form (Stylized)	57056	16	Daily Racing Form LLC
DRF Simulcast Weekly	2519840	16	Daily Racing Form LLC
Formulator (Stylized)	2509287	9	Daily Racing Form LLC
Hermis (Stylized)	282912	16	Daily Racing Form LLC
National Charts Weekly (Block letters)	3220204	16	Daily Racing Form LLC
The Morning Telegraph	2366141	16	Daily Racing Form LLC
Track Line	1828706	42	Daily Racing Form LLC
StatFox Fox Head Logo (Design Only)	2957259	41	Sports Enthusiast Media LLC

Mark	Reg. No.	Class	Credit Party
Head2Head (Block letters)	2905190	41	Sports Enthusiast Media LLC
DRF (Block letters)	3222652	41	Daily Racing Form LLC

* Indicates mark is maintained on the Supplemental Register.

Mexico

Mark	Reg. No.	Class	Credit Party
Daily Racing Form	459601	16, 28	DRF Finance, Inc.
Daily Racing Form Logo and Design	459602	16, 28	DRF Finance, Inc.

United Kingdom

Mark	Reg. No.	Class	Credit Party
Daily Racing Form and Design	2208510	9/16/41	Daily Racing Form LLC

Australia

Mark	Reg. No.	Class	Credit Party
Daily Racing Form and Design	807696	16/41	Daily Racing Form LLC

B. TRADEMARK APPLICATIONS

Mark	Application Serial No.	Filing Date
H2H (Block letters)	77/061076	12/11/2006

C. IP LICENSES

[None.]