

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
ELITE RACING, INC.		12/21/2007	CORPORATION: CALIFORNIA
ROCK 'N' ROLL MARATHON, INC.		12/21/2007	CORPORATION: CALIFORNIA
COUNTRY MUSIC MARATHON, INC.		12/21/2007	CORPORATION: CALIFORNIA
LA JOLLA HOLDING GROUP, LLC		12/21/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
TRIATHLON GROUP NORTH AMERICA, LLC		12/21/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
COMPETITOR PUBLISHING, INC.		12/21/2007	CORPORATION: CALIFORNIA
CM SPORTS, LLC		12/21/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	CapitalSource CF LLC, as Agent
Street Address:	4445 Willard Ave.
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2431600	COUNTRY MUSIC MARATHON
Registration Number:	3026228	ELITE RACING MUSICAL MARATHON TOUR
Registration Number:	3026185	KIDS ROCK
Registration Number:	2700186	ROCK 'N' ROLL ARIZONA
Registration Number:	2131333	ROCK 'N' ROLL MARATHON
Registration Number:	2530120	ROCK 'N' ROLL MARATHON

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Registration Number:	2458739	LA JOLLA HOLDING GROUP
Registration Number:	2996231	WINNING TRAVEL GROUP
Registration Number:	2418749	TRIATHLETE
Registration Number:	2623222	TRIATHLETE
Registration Number:	2377816	TRIATHLETE
Registration Number:	3149030	WINNING
Registration Number:	1502162	COMPETITOR
Registration Number:	2398589	MUDDY BUDDY
Serial Number:	77261585	ROCK 'N' ROLL MARATHON

CORRESPONDENCE DATA

Fax Number: (312)577-4688

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	330119-00153
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	12/26/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21st day of December, 2007 by **ELITE RACING, INC.**, a California corporation and successor by merger to Elite Merger Sub 1 Inc. ("Elite 1"), **ROCK 'N' ROLL MARATHON, INC.**, a California corporation and successor by merger to Elite Merger Sub 3 Inc. ("Elite 3"), **COUNTRY MUSIC MARATHON, INC.**, a California corporation and successor by merger to Elite Merger Sub 5 Inc. ("Elite 5"), **LA JOLLA HOLDING GROUP, LLC**, a California limited liability company ("LaJolla Holdings"), **TRIATHLON GROUP NORTH AMERICA, LLC**, a California limited liability company ("Triathlon"), **COMPETITOR PUBLISHING, INC.**, a California corporation ("Competitor Publishing"), **CM SPORTS, LLC**, a California limited liability company ("CM Sports"; CM Sports, together with Competitor Group, Elite 1, Elite 3, Elite 5, LaJolla Holdings, Triathlon, and Competitor Publishing are sometimes hereinafter referred to individually as a "Grantor" and collectively as the "Grantors") in favor of CapitalSource CF LLC, as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

W I T N E S S E T H

WHEREAS, each Grantor, certain of such Grantor's affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantors and certain of Grantors' affiliates by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among each Grantor, certain of such Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of Agent and the Lenders, a Lien upon all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired United States Trademarks other than intent-to-use Trademark applications, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of either the Security Agreement or Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall control and govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security

Agreement of, a Lien upon all entire right, title and interest of such Grantor in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter existing:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, renewals or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

4. Termination. This Agreement shall terminate concurrently with the termination of the Security Agreement.

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

ELITE RACING, INC., a California corporation, as a Grantor

ROCK 'N' ROLL MARATHON, INC., a California corporation, as a Grantor

COUNTRY MUSIC MARATHON, INC., a California corporation, as a Grantor

LA JOLLA HOLDING GROUP, LLC, a California limited liability company, as a Grantor

TRIATHLON GROUP NORTH AMERICA, LLC, a California limited liability company, as a Grantor

COMPETITOR PUBLISHING, INC., a California corporation, as a Grantor

CM SPORTS, LLC, a California limited liability company, as a Grantor

By: 

Name: Brian Crosby

Title: Treasurer and Assistant Secretary

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Registered</u>
"CARLSBAD 5000"	California Service Mark Registration No. 050590	November 20, 1998
"COUNTRY MUSIC MARATHON"	U.S. Federal Service Mark Registration 2,431,600	February 27, 2001
"ELITE RACING, INC." and Design	California Service Mark Registration No. 034584	April 14, 1989
"ELITE RACING MUSICAL MARATHON TOUR"	U.S. Federal Service Mark Registration No. 3,026,228	December 13, 2005
"KIDS ROCK" and Design	U.S. Federal Service Mark Registration No. 3,026,185	December 13, 2005
"ROCK 'N' ROLL ARIZONA"	U.S. Federal Service Mark Registration No. 2,700,186	March 25, 2003
"ROCK 'N' ROLL MARATHON" (service mark)	U.S. Federal Service Mark Registration No. 2,131,333	January 20, 1998
"ROCK 'N' ROLL MARATHON" (trademark – Classes 14, 21 and 25)	U.S. Federal Trademark Registration No. 2,530,120	January 15, 2002
"TORREY PINES 5K"	California Service Mark Registration No. 0034478	March 14, 1989
"TOUR DE NORTH COUNTY" and Design	California Service Mark Registration No. 0035190	September 12, 1989
"CARLSBAD 5000"	California Service Mark Registration No. 33785	November 3, 1988
"SOUTHERN CLASSIC"	California Service Mark Registration No. 35678	November 9, 1989
"La Jolla Holding Group"	U.S. Federal Registration No. 2,458,739	June 5, 2001
"Winning Travel Group"	U.S. Federal Registration No. 2,996,231	September 20, 2005
"TRIATHLETE" (stylized)	U.S. Federal Registration No. 2,418,749	January 9, 2001
"TRIATHLETE"	U.S. Federal Registration No. 2,623,222	September 24, 2002
"TRIATHLETE" (stylized)	U.S. Federal Registration No. 2,377,816	August 15, 2000
"WINNING" (stylized)	U.S. Federal Registration No. 3,149,030	September 26, 2006
COMPETITOR	U.S. Federal Registration No. 1,502,162	August 30, 1988
COMPETITOR	California Service Mark	December 10, 1987

	Registration No. 86169	Renewed as No. 153347 in 1997
COMPETITOR	Illinois Service Mark Registration No. 61382	November 18, 1987
MUDDY BUDDY	U.S. Federal Registration No. 2,398,589	October 24, 2000

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
“ROCK ‘N’ ROLL MARATHON” (trademark – Classes 9, 16, 18, 20, 26 and 28)	U.S. Federal Trademark Serial No. 77/261585	August 22, 2007