

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
STATS, LLC		10/10/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	FIFTH THIRD BANK
<b>Street Address:</b>	222 South Riverside Plaza, 32nd Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	CORPORATION: MICHIGAN

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2839360	STATS INC.
Registration Number:	2377565	STATS INC.
Registration Number:	2199423	STATS INC.
Registration Number:	2294941	STOCK MARKET BASEBALL
Registration Number:	2377615	DIAMOND LEGENDS
Serial Number:	76436663	GRIDIRON LEGENDS
Registration Number:	2843912	STATS X-INFO
Registration Number:	2799370	X-INFO
Registration Number:	2253783	FANTASY ADVANTAGE
Serial Number:	78182320	STATS PASS
Serial Number:	78823090	S
Serial Number:	78823150	S
Registration Number:	3370598	STATS
Registration Number:	3370599	STATS

CH \$440.00 2839360

Registration Number:	3453847	STATS HOSTED SOLUTION
Registration Number:	3453848	STATS HOSTED SOLUTION
Serial Number:	77567504	GAMEZONE

**CORRESPONDENCE DATA**

Fax Number: (312)521-2875  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-521-2775  
Email: seberle@muchshelist.com  
Correspondent Name: Much Shelist  
Address Line 1: 191 N. Wacker Drive, Suite 1800  
Address Line 2: Adam K. Sacharoff  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	3881300.0078
NAME OF SUBMITTER:	Adam K. Sacharoff
Signature:	/aks/
Date:	10/15/2008

Total Attachments: 4  
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of October 6, 2008, is made by STATS LLC, a Delaware limited liability company ("**Grantor**"), which has its chief executive office at 2775 Shermer Road, Northbrook, Illinois 60062, in favor of FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation (the "**Bank**"), whose address is 222 South Riverside Plaza, 32<sup>nd</sup> Floor, Chicago, Illinois 60606.

### **RECITALS**

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") with the Bank, pursuant to which the Bank has agreed to make certain loans to Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor and its affiliates under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the parties agree as follows:

### **GRANT OF SECURITY INTEREST**

1. The recitals listed above are hereby incorporated into this Agreement.
2. The Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:
  - (a) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
  - (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 annexed hereto (items a through b being herein collectively referred to as the "**Trademark Collateral**");

3. This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

4. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or abandonment of each of the trademarks and licenses subject to this Agreement, or (b) the payment in full of the obligations and commitments of Grantor and Bank to one another. Upon fulfillment of all obligations, the Bank shall execute and deliver to Grantor all termination statements, releases or other instruments as may be necessary or proper to re-vest in Grantor full title to the Trademark Collateral granted hereby.

5. This Agreement and amendments thereto may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or other electronic delivery shall be deemed an original signature hereto.

[signature page follows]

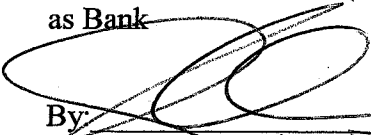
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

STATS LLC, as Grantor

By:   
Title: CEO

Acknowledged:

FIFTH THIRD BANK (CHICAGO),  
as Bank

By:   
Title: VICE PRESIDENT

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks:**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>STATUS</b>	<b>SERIAL NO. OR REG'N NO.</b>
STATS INC. and Design	U.S.	Registered	2,839,360
STATS INC. and Design	Mexico	Registered	652044
STATS INC. and Design	Argentina	Registered	1821494
STATS INC. and Design	U.S.	Registered	2,377,565
STATS INC. and Design	Mexico	Registered	676566
STATS INC. and Design	Argentina	Registered	1821495
STATS INC. and Design	U.S.	Registered	2,199,423
STATS INC. and Design	Canada	Registered	525877
STOCK MARKET BASEBALL and Design	U.S.	Registered	2,294,941
DIAMOND LEGENDS	U.S.	Registered	2,377,615
GRIDIRON LEGENDS	U.S.	Pending	76/436,663
STATS X-INFO	U.S.	Registered	2,843,912
X-INFO	U.S.	Registered	2,799,370
FANTASY ADVANTAGE	U.S.	Registered	2,253,783
STATS PASS	U.S.	Pending	78/182,320
S (w/ design)	U.S.	Pending	78/823,090
S (w/ design)	U.S.	Pending	78/823,150
STATS (w/ design)	U.S.	Registered	3,370,598
STATS (w/ design)	U.S.	Registered	3,370,599
STATS HOSTED SOLUTION	U.S.	Registered	3,453,847
STATS HOSTED SOLUTION and Design	U.S.	Registered	3,453,848
GameZone	U.S.	Pending	