

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Sports Network, LLC		04/17/2009	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource CF LLC, as Agent		
<b>Street Address:</b>	4445 Willard Avenue		
<b>Internal Address:</b>	12th FL		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3056099	GEN A	
Registration Number:	2872685	GENERATION A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	330119-153		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		

CH \$65.00 3056099

Signature:	/Oscar Ruiz/
Date:	04/24/2009
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17<sup>th</sup> day of April, 2009 by **NATIONAL SPORTS NETWORK, LLC**, an Illinois limited liability company ("Grantor") 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, Grantor, by joinder, certain of Grantor's affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement dated as of December 21, 2007 (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 Grantor and certain of Grantor's affiliates by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of December 21, 2007 among Grantor, by joinder, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders, a Lien upon all right, title and interest of 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 Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by 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, 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, 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 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 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.

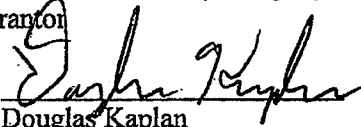
4. Termination. This Agreement shall terminate concurrently with the termination of the Security Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

**NATIONAL SPORTS NETWORK LLC,**  
an Illinois limited liability company, as a  
New Grantor

By:

  
Name: Douglas Kaplan

Title: Manager

**SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Gen A	3056099	1/31/2006
Generation A	2872685	8/10/2004

**TRADEMARK APPLICATIONS**

None.