

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 |
|------------------------|----------|----------------|------------------------------------|
| Pacers Basketball, LLC | | 12/22/2009 | LIMITED LIABILITY COMPANY: INDIANA |

RECEIVING PARTY DATA

| | |
|-------------------|--------------------------------------|
| Name: | Deutsche Bank Trust Company Americas |
| Street Address: | 280 Park Avenue |
| Internal Address: | Floor 4E |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | State Charter Bank: NEW YORK |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 3336318 | INDIANA PACERS P |
| Registration Number: | 3341234 | INDIANA PACERS P |
| Registration Number: | 3341233 | P INDIANA PACERS |
| Registration Number: | 3341232 | P INDIANA PACERS |
| Registration Number: | 3341231 | P INDIANA PACERS |
| Registration Number: | 3341230 | P INDIANA PACERS |
| Registration Number: | 3161857 | BOWSER |
| Registration Number: | 3155010 | PACEMATES |
| Registration Number: | 3100157 | INDIANA PACERS |
| Registration Number: | 3015646 | ONE GOAL |
| Registration Number: | 3619153 | PASSION. PRIDE. PACERS. |
| Registration Number: | 3278464 | INDIANA PACEMATES P |
| Registration Number: | 2611768 | P PACERS |

CH \$665.00 3336318

| | | |
|----------------------|---------|-----------------------------------------------------|
| Registration Number: | 2939246 | PACERS FOUNDATION PUTTING YOUNG DREAMS WITHIN REACH |
| Registration Number: | 2603817 | P PACERS |
| Registration Number: | 2492525 | P PACERS |
| Registration Number: | 2415057 | PACERS |
| Registration Number: | 2406087 | BOOMER |
| Registration Number: | 2197932 | P PACERS |
| Registration Number: | 2219852 | PACERS |
| Registration Number: | 1981366 | P |
| Registration Number: | 1807620 | P PACERS |
| Registration Number: | 1783018 | P PACERS |
| Registration Number: | 1979877 | PACERS |
| Registration Number: | 0947777 | P |
| Registration Number: | 0942156 | PACERS |

CORRESPONDENCE DATA

Fax Number: (310)229-1972
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (310) 788-1272
Email: jehrlich@kayescholer.com
Correspondent Name: Kaye Scholer LLP / Attn: Judi Ehrlich
Address Line 1: 1999 Avenue of the Stars
Address Line 2: 17th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 01654 |
| NAME OF SUBMITTER: | Judi Ehrlich |
| Signature: | /s/ Judi Ehrlich |
| Date: | 01/04/2010 |

Total Attachments: 4
source=Hybrid TM Agreement#page1.tif
source=Hybrid TM Agreement#page2.tif
source=Hybrid TM Agreement#page3.tif
source=Hybrid TM Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 22, 2009 made by Pacers Basketball, LLC, an Indiana limited liability company ("Granting Party"), whose address is 125 South Pennsylvania Street, Indianapolis, Indiana 46204, to Deutsche Bank Trust Company Americas, a New York state charter bank (the "Lender"), whose address is 280 Park Avenue--Floor 4E, New York, New York, 10017.

PRELIMINARY STATEMENT:

WHEREAS, the Granting Party, as Borrower, has executed and delivered that certain Credit Agreement of even date herewith with Lender (as amended or restated from time to time, the "Pacers Credit Agreement");

WHEREAS, Herbert Simon, an individual, and the Herbert Simon Revocable Trust under that certain Restatement of the Herbert Simon Revocable Trust Agreement u/a/d December 19, 2008 as amended, modified or restated from time to time have executed and delivered that certain Credit Agreement of even date herewith with Lender (as amended or restated from time to time the "Simon Credit Agreement" and, together with the Pacers Credit Agreement, the "Credit Agreements") (all terms not defined herein shall have the meanings set forth in the Credit Agreements);

WHEREAS, as a condition, among others, to the Lender's obligations to make Loans under the Credit Agreements, the Granting Party executed and delivered certain Security Agreements of even date herewith (as amended or restated from time to time, the "Security Agreements").

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreements and Credit Agreements and in order to record the security interest in certain intellectual property of the Granting Party granted to the Lender therein, the Lender has required the Granting Party to execute and deliver this Agreement for filing in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granting Party hereby agrees with Lender as follows:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all of the Obligations, Granting Party grants to the Lender, a security interest in and continuing Lien, on its right, title and interest (but not its obligations), whether now held, owned or existing or hereafter acquired or arising, in, to and under all of its United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all extensions or renewals of any of the foregoing; all of the goodwill of the business connected with the use of and symbolized by the foregoing; the right to sue for past infringement or dilution of any of the foregoing or for any

injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including but not limited to those U.S. registered trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Documents. This Agreement is governed by the Security Agreements to which reference should be made for a full description of the rights and remedies of the Lender with respect to the Trademarks.

Section 3. Governing Law THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTION 7.13 OF EACH OF THE SECURITY AGREEMENTS (WHICH SECTIONS 7.13 ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Granting Party has caused this agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PACERS BASKETBALL, LLC, an Indiana limited liability company

By: 

Name: HERBERT SIMON

Title: MANAGER

Exhibit A

Pacers Basketball, LLC United States Trademark Registrations and Applications

| Trademarks | Registration Number |
|--------------------------------------------------------|----------------------------|
| Indiana Pacers P | 3336318 |
| Indiana Pacers P | 3341234 |
| P Indiana Pacers | 3341233 |
| P Indiana Pacers | 3341232 |
| P Indiana Pacers | 3341231 |
| P Indiana Pacers | 3341230 |
| Bowser | 3161857 |
| Pacemates | 3155010 |
| Indiana Pacers | 3100157 |
| One Goal | 3015646 |
| Passion, Pride, Pacers | 3619153 |
| Boom Baby | |
| Indiana Pacemates P | 3278464 |
| P Pacers | 2611768 |
| Pacers Foundation Putting Young Dreams Within Reach | 2939246 |
| P Pacers | 2603817 |
| P Pacers | 2492525 |
| Pacers | 2415057 |
| Boomer | 2406087 |
| P Pacers | 2197932 |
| Pacers | 2219852 |
| P | 1981366 |
| P Pacers | 1807620 |
| P Pacers | 1783018 |
| Pacers | 1979877 |
| P | 0947777 |
| Pacers | 0942156 |
| P Indiana Pacers | |

Exhibit A