

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Acknowledgement of Intellectual Property Collateral Lien

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Tennis Channel, Inc.		06/18/2010	CORPORATION: DELAWARE
The Tennis Channel Holdings, Inc.		06/18/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Atalaya Administrative LLC
<b>Street Address:</b>	623 Fifth Avenue
<b>Internal Address:</b>	16th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3414655	CHARITY JAM
Registration Number:	3244656	DESTINATION TENNIS
Registration Number:	3239794	TENNIS INSIDERS
Registration Number:	3239793	NO STRINGS
Registration Number:	3239792	MATCH MAKERS
Registration Number:	3239684	GLAM SLAM
Registration Number:	3239673	CENTER COURT
Registration Number:	3250119	T TENNIS CHANNEL
Registration Number:	3167084	T TENNIS CHANNEL
Registration Number:	2951040	T TENNIS CHANNEL
Registration Number:	3170368	T TENNIS CHANNEL
Registration Number:	2957703	BRAGGING RIGHTS

CH \$590.00 3414655

Registration Number:	3791398	MAJOR FLAVOR
Serial Number:	77883435	COMMUNITY SURFACE
Serial Number:	77857451	TENNISOGRAPHY
Serial Number:	77965158	RACQUET BRACKET
Serial Number:	77962390	COURT REPORT
Serial Number:	77962384	BAG CHECK
Serial Number:	77727215	CLASH ON CLAY
Serial Number:	77959186	COURT CALLS
Serial Number:	77727114	PLAYERS LOUNGE
Registration Number:	3722355	WHAT MATTERS MOST
Registration Number:	3725557	BEST OF 5

**CORRESPONDENCE DATA**

Fax Number: (312)827-8185  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: chicago.trademarks@klgates.com  
 Correspondent Name: K&L Gates LLP  
 Address Line 1: P.O. Box 1135  
 Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	3722964.00003
NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	07/08/2010

**Total Attachments: 11**  
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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "Acknowledgement"), dated as of June 18, 2010, is made by THE TENNIS CHANNEL, INC., a Delaware corporation ("Borrower"), and THE TENNIS CHANNEL HOLDINGS, INC., a Delaware corporation ("Holdings"), (Holdings and Borrower are each sometimes referred to herein individually as a "Grantor" and collectively as the "Grantors"), in favor of ATALAYA ADMINISTRATIVE LLC, a Delaware limited liability company, as administrative agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "Secured Party").

**RECITALS:**

A. Grantors, Secured Party and the other Lenders party thereto have entered into (i) a certain Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Credit Agreement") and (ii) a certain Security Agreement of even date herewith (such Security Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Security Agreement"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

B. Pursuant to the Security Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Loan Documents.

C. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms**. Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have

the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**2. Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "Intellectual Property Collateral"):

(a) all Trademarks now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule I hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing (in each case to the extent applicable);

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

(iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all Copyrights now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule II hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing (in each case to the extent applicable); and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all Patents now owned or hereafter adopted or acquired by such Grantor, including those referred to on Schedule III hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing (in each case to the extent applicable); and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

**IN WITNESS WHEREOF**, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**THE TENNIS CHANNEL, INC.**

By: William S. Simon  
Name: William S. Simon  
Title: COO/CFO

**THE TENNIS CHANNEL HOLDINGS, INC.**

By: William S. Simon  
Name: William S. Simon  
Title: COO/CFO

Accepted and Agreed:

**ATALAYA ADMINISTRATIVE LLC**, as Secured Party

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**THE TENNIS CHANNEL, INC.**

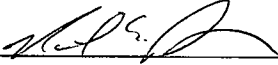
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE TENNIS CHANNEL HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

**ATALAYA ADMINISTRATIVE LLC, as Secured Party**

By:  \_\_\_\_\_  
Its: **Michael E. Bogdan** \_\_\_\_\_  
Title: **Authorized Signatory** \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On JUNE 21, 2010 before me,

Argelia Ortiz, Notary Public  
Here Insert Name and Title of the Officer

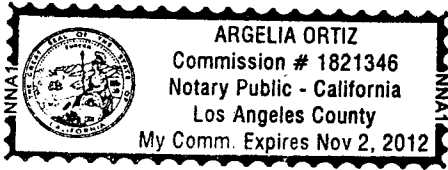
personally appeared

William S. Simon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Argelia Ortiz  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY

(COLLATERAL LIEU)

Document Date: \_\_\_\_\_ Number of Pages: 10

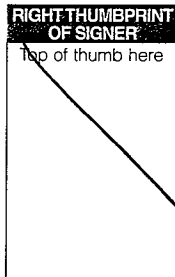
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

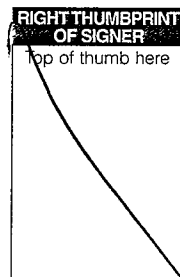
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





**SCHEDULE I**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

A. REGISTERED TRADEMARKS

<b>FEDERAL REGISTRATION – THE TENNIS CHANNEL, INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APPLICATION/ SERIAL NUMBER &amp; FILING DATE</b>	<b>REGISTRATION NUMBER &amp; DATE</b>	<b>STATUS</b>
<b>CHARITY JAM</b>	United States	78925854 07/10/2006	3414655 04/22/2008	Live/Active
<b>DESTINATION TENNIS</b>	United States	78925947 07/10/2006	3244656 05/22/2007	Live/Active
<b>TENNIS INSIDERS</b>	United States	78929975 07/14/2006	3239794 05/08/2007	Live/Active
<b>NO STRINGS</b>	United States	78929805 07/14/2006	3239793 05/08/2007	Live/Active
<b>MATCH MAKERS</b>	United States	78929774 07/14/2006	3239792 05/08/2007	Live/Active
<b>GLAM SLAM</b>	United States	78926005 07/10/2006	3239684 05/08/2007	Live/Active
<b>CENTER COURT</b>	United States	78925827 07/10/2006	3239673 05/08/2007	Live/Active
<b>T TENNIS CHANNEL</b>	United States	76592578 05/17/2004	3250119 US 0844807 Intl 0848286 Intl 06/12/2007	Live/Active
<b>T TENNIS CHANNEL</b>	United States	76592576 05/17/2004	3167084 US 0848286 Intl 11/07/2006	Live/Active
<b>T TENNIS CHANNEL</b>	United States	76557560 11/06/2003	2951040 05/17/2005	Live/Active
<b>T TENNIS CHANNEL</b>	United States	76557559 11/06/2003	3170368 11/14/2006	Live/Active
<b>BRAGGING RIGHTS</b>	United States	76535554 08/07/2003	2957703 05/31/2005	Live/Active
<b>OPEN ACCESS</b>	United States	78929837 07/14/2006		Dead/Inactive
<b>TENNIS CHANNEL OPEN</b>	United States	78791403 01/13/2006		Dead/Inactive
<b>TENNIS CHANNEL OPEN</b>	United States	78791324 01/13/2006		Dead/Inactive
<b>MAJOR FLAVOR</b>	United States	77755316 06/09/2009	3791398 05/18/2010	Live/Active
<b>COMMUNITY SURFACE</b>	United States	77883435 12/01/2009		Live/Active

<b>FEDERAL REGISTRATION – THE TENNIS CHANNEL, INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APPLICATION/ SERIAL NUMBER &amp; FILING DATE</b>	<b>REGISTRATION NUMBER &amp; DATE</b>	<b>STATUS</b>
<b>TENNISOGRAPHY</b>	United States	77857451 10/26/2009		Live/Active
<b>RACQUET BRACKET</b>	United States	77965158 03/22/2010		Live/Active
<b>COURT REPORT</b>	United States	77962390 03/18/2010		Live/Active
<b>BAG CHECK</b>	United States	77962384 03/18/2010		Live/Active
<b>CLASH ON CLAY</b>	United States	77727215 05/01/2009		Live/Active
<b>COURT CALLS</b>	United States	77959186 03/15/2010		Live/Active
<b>PLAYERS LOUNGE</b>	United States	77727114 05/01/2009		Live/Active
<b>WHAT MATTERS MOST</b>	United States	77768324 06/25/2009	3722355 12/08/2009	Live/Active
<b>BEST OF 5</b>	United States	77768315 06/25/2009	3725557 12/15/2009	Live/Active
<b>ONLY AT THE OPEN</b>	United States	77369623 01/11/2008		Dead/Inactive
<b>TENNIS CHANNEL &amp; DESIGN</b>	Argentina	2554741		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Brazil	827077432		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Bahamas	27199		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Canada	1237079 11/12/2004		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Chile	666528		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	CTM European Community	4117966		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Dominican Republic	2004-92400		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Hong Kong	300318249		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Israel	176153		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	India	1320561		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Jamaica	45969		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Korea	844807		Live/Active

<b>FEDERAL REGISTRATION – THE TENNIS CHANNEL, INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APPLICATION/ SERIAL NUMBER &amp; FILING DATE</b>	<b>REGISTRATION NUMBER &amp; DATE</b>	<b>STATUS</b>
<b>TENNIS CHANNEL &amp; DESIGN</b>	Madrid Protocol	A0000105		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Madrid Protocol	A0000102		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Mexico	687642		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Romania	848286		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Thailand	572585		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Taiwan	93053065		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Venezuela	2004-019698		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	South Africa	2004-20694		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Antigua & Barbuda	848286		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Australia	844807		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Belgium	844807		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Cayman Islands	CTM4117966		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Estonia	844807		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Iceland	844807		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Japan	844807		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Morocco	848286		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Norway	848286		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Russian Federation	848286		Live/Active
<b>TENNIS CHANNEL &amp; DESIGN</b>	Switzerland	848286		Live/Active

**B. TRADEMARK APPLICATIONS**

None.

**SCHEDULE II**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**COPYRIGHT REGISTRATIONS**

A. REGISTERED COPYRIGHTS

<b>FEDERAL REGISTRATION - IN THE NAME OF THE TENNIS CHANNEL, INC.</b>		
<b>TITLE</b>	<b>REG. NO./ REG. DATE</b>	<b>OWNER</b>
Know your own game.	PA-1-333-604 07/20/2006	acHuman Kinetics, Miller Publishing Group, & the Tennis Channel, employer for hire.
Neutralize the net-rusher	PA-1-335-942 07/20/2006	acHuman Kinetics, Miller Publishing Group, Tennis Channel, employers for hire.
Attack the all-court player	PA-1-339-028 07/20/2006	Human Kinetics, Miller Publishing Group & Tennis Channel, employers for hire.
Beat the baseliner	PA-1-339-030 07/20/2006	Human Kinetics aMiller Publishing Group, Tennis Channel, employers for hire.
The Tennis Channel humor segments	PAu-2-860-981 04/29/2004	
Lexus Virtual Open Competition Day Intro. Lexus Virtual Open Finale 3 Lexus Virtual Open Office Music 1 Lexus Virtual Open Office Music 2 Lexus Virtual Open Training Montage	SR0000610378 10/12/2007	Tennis Channel, Inc.
Open Access	SR0000618586 10/16/2007	The Tennis Channel, Inc.
Brooke S. Theme Side One of the Album Theme What an honor theme Last Song Redux Theme	SR0000622075 10/31/2007	The Tennis Channel, Inc.
Tennis Channel – French Open Music Package	PA0001602765 10/22/2007	The Tennis Channel, Inc.
Tennis Channel – French Open	PA0001602765 10/22/2007	The Tennis Channel, Inc.

B. COPYRIGHT APPLICATIONS

None.

**SCHEDULE III**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**PATENT REGISTRATIONS**

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.