

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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			
Name:	Atalaya Administrative LLC		
Street Address:	623 Fifth Avenue		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78929837	OPEN ACCESS	
Serial Number:	78791403	TENNIS CHANNEL OPEN	
Serial Number:	78791324	TENNIS CHANNEL OPEN	
Serial Number:	77369623	ONLY AT THE OPEN	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	3722964-3		

CH \$115.00 78929837

900166623

**TRADEMARK
 REEL: 004239 FRAME: 0292**

NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	07/09/2010
Total Attachments: 11 source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page1.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page2.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page3.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page4.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page5.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page6.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page7.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page8.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page9.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page10.tif source=Acknowledgement of Intellectual Property Collateral Lien_Tennis Channel#page11.tif	

**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.

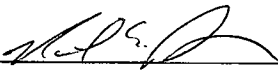
By: _____
Name: _____
Title: _____

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

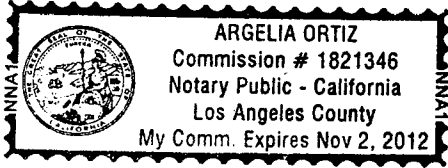
On JUNE 21, 2010 before me, Argelia Ortiz, Notary Public
Date Here Insert Name and Title of the Officer

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)

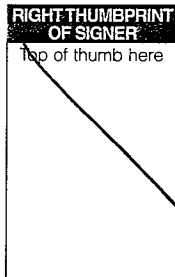
Document Date: _____ Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

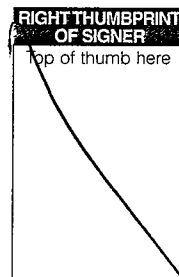
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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

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

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

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

B. TRADEMARK APPLICATIONS

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

FEDERAL REGISTRATION - IN THE NAME OF THE TENNIS CHANNEL, INC.		
TITLE	REG. NO./ REG. DATE	OWNER
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.