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
IMG Academies LLP		06/14/2010	Limited Liability Partnership: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2920777	BOLLETTIERI TENNIS ACADEMY
Registration Number:	2204314	INTERNATIONAL PERFORMANCE INSTITUTE
Registration Number:	3031615	INTERNATIONAL PERFORMANCE INSTITUTE
Registration Number:	1809534	NICK BOLLETTIERI TENNIS ACADEMY
Registration Number:	2747434	TENNIS IN A CAN
Registration Number:	2090572	THE BASEBALL ACADEMY BRADENTON FLORIDA
Registration Number:	1886374	DAVID LEADBETTER GOLF ACADEMY
Registration Number:	2042111	
Registration Number:	2145129	
Serial Number:	77856115	C180
Serial Number:	77856104	C180
Serial Number:	77856125	C360
Serial Number:	77856120	C360
Serial Number:	77856099	C90

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Serial Number:	77856089	C90
Serial Number:	77855766	COMBINE180
Serial Number:	77855760	COMBINE180
Serial Number:	77855781	COMBINE360
Serial Number:	77855772	COMBINE360
Serial Number:	77855755	COMBINE90
Serial Number:	77855747	COMBINE90

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1081
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	07/21/2010

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 14, 2010 is made by IMG ACADEMIES LLP, a Florida limited liability partnership, located at 1360 East 9th Street, Cleveland, Ohio 44114-1782 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders"), parties to the Credit Agreement, dated as of June 14, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IMG Worldwide, Inc. (the "Company"), IMG Worldwide Holdings, Inc., the Foreign Borrowers parties thereto, the Lenders, Deutsche Bank Securities Inc., as Syndication Agent, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of June 14, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any intent-to-use application for registration of a Trademark prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to

Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would result in the invalidity, unenforceability, cancellation or voiding of any registration that issues from such intent-to-use application.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IMG ACADEMIES LLP

By:_____
Name: Samuel R. Zussman
Title: Managing Director

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Secured Parties

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IMG ACADEMIES LLP

By:_____
Name: Samuel R. Zussman
Title: Managing Director

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Secured Parties

By:_____
Name: **Peter B. Thauer**
Title: **Executive Director**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida)
) ss
COUNTY OF Manatee)

On the 10th day of June, 2010, before me personally came Samuel L. Zuckerman, who is personally known to me to be the Managing director of IMG ACADEMIES LLP , a Florida limited liability partnership; who, being duly sworn, did depose and say that she/he is the Managing Director in such partnership, the partnership described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by all of the partners of such partnership; and that she/he acknowledged said instrument to be the free act and deed of said partnership.

LINDA HARDY
Notary Public - State of Florida
My Comm. Expires Jan 29, 2014
Commission # DD 938917
Bonded Through National Notary Assn.

Linda Hardy
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 11th day of June, 2010, before me personally came Peter Thauer, who is personally known to me to be the Executive Director of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

MARGARITA TORRES
Notary Public, State of New York
Qualified in Bronx County
No. 01TO6041062
My Commission Expires May 1, 2014

Margarita Torres
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
BOLLETTIERI TENNIS ACADEMY	Registered	12/23/2003	78344756	1/25/2005	2920777	IMG Academies LLP
INTERNATIONAL PERFORMANCE INSTITUTE	Registered	8/21/1996	75153894	11/17/1998	2204314	IMG Academies LLP (and Bayshore Sports Associates, L.L.P.)
INTERNATIONAL PERFORMANCE INSTITUTE	Registered	6/2/2004	78428409	12/20/2005	3031615	IMG Academies LLP
NICK BOLLETTIERI TENNIS ACADEMY	Registered	2/1/1993	74354507	12/7/1993	1809534	IMG Academies LLP
TENNIS IN A CAN	Registered	10/8/2002	78172360	8/5/2003	2747434	IMG Academies LLP
THE BASEBALL ACADEMY BRADENTON FLORIDA	Registered	1/16/1996	75044444	8/26/1997	2090572	IMG Academies LLP
DAVID LEADBETTER GOLF ACADEMY	Registered	1/27/1994	74484430	3/28/1995	1886374	IMG Academies LLP (and David Leadbetter Enterprises, Inc.)
DESIGN ONLY	Registered	6/12/1996	75117305	3/4/1997	2042111	IMG Academies LLP (and David Leadbetter Enterprises, Inc.)
DESIGN ONLY	Registered	1/24/1996	75047629	3/17/1998	2145129	IMG Academies LLP (and David Leadbetter Enterprises, Inc.)
C180	Pending Intent to Use	10/23/2009	77856115			IMG Academies, LLP (and Under Armour, Inc.)
C180	Pending Intent to Use	10/23/2009	77856104			IMG Academies, LLP (and Under Armour, Inc.)
C360	Pending Intent to Use	10/23/2009	77856125			IMG Academies, LLP (and Under Armour, Inc.)
C360	Pending Intent to Use	10/23/2009	77856120			IMG Academies, LLP (and Under Armour, Inc.)
C90	Pending Intent to Use	10/23/2009	77856099			IMG Academies, LLP (and Under Armour, Inc.)
C90	Pending Intent to Use	10/23/2009	77856089			IMG Academies, LLP (and Under Armour, Inc.)
COMBINE180	Pending Intent to Use	10/23/2009	77855766			IMG Academies, LLP (and Under Armour, Inc.)
COMBINE180	Pending Intent to Use	10/23/2009	77855760			IMG Academies, LLP (and Under Armour, Inc.)
COMBINE360	Pending Intent to Use	10/23/2009	77855781			IMG Academies, LLP (and Under Armour, Inc.)

COMBINE360	Pending Intent to Use	10/23/2009	77855772			IMG Academies, LLP (and Under Armour, Inc.)
COMBINE90	Pending Intent to Use	10/23/2009	77855755			IMG Academies, LLP (and Under Armour, Inc.)
COMBINE90	Pending Intent to Use	10/23/2009	77855747			IMG Academies, LLP (and Under Armour, Inc.)