

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 Worldwide, Inc.		06/14/2010	CORPORATION: OHIO

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: 35

Property Type	Number	Word Mark
Registration Number:	3625333	CHIC REPORT
Registration Number:	3480548	CHIC REPORT
Registration Number:	1245570	
Registration Number:	2366847	
Registration Number:	2399904	
Serial Number:	77975753	FASHION FRINGE
Registration Number:	3781517	FASHION FRINGE
Serial Number:	77226783	FASHION FRINGE
Registration Number:	3335817	FASHION MINI
Serial Number:	77751997	FASHION WEEK
Serial Number:	77752004	FASHION WEEK JR
Serial Number:	77458292	FASHION WEEK LIVE
Registration Number:	3661703	FASHION WEEK SWIM
Serial Number:	77906173	FASHION WEEKEND

OP \$890.00 3625333

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**TRADEMARK
 REEL: 004246 FRAME: 0426**

Serial Number:	77906168	FASHION WEEKEND LOS ANGELES
Serial Number:	77027345	FASHIONWEEKLIVE
Serial Number:	77458295	FASHIONWEEKLIVE
Registration Number:	3396754	FASHIONWEEKLIVE
Registration Number:	3659300	FASHIONWEEKLIVE
Registration Number:	3489382	HOLLYWOOD MINI
Serial Number:	77966957	ICON ENGINEERING
Registration Number:	1232130	IMG
Registration Number:	1668761	IMG
Registration Number:	2333751	IMG
Registration Number:	3399867	IMG
Registration Number:	2393457	IMG ACADEMIES
Registration Number:	2399903	IMG MODELS
Registration Number:	3745920	IMG PERFORMANCE INSTITUTE
Registration Number:	3745921	IMG PERFORMANCE INSTITUTE
Registration Number:	3301196	TENNIS WEEK
Registration Number:	3206645	THE DAILY FRONT ROW
Registration Number:	3745679	THE DAILY FRONT ROW
Registration Number:	3269909	THE DAILY MINI
Registration Number:	2832021	US OPEN OF SURFING
Registration Number:	2136964	WORLD MATCH PLAY CHAMPIONSHIP

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: 9

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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 WORLDWIDE, INC., an Ohio corporation, 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 WORLDWIDE, INC.

By: 
Name: John H. Raleigh
Title: Senior Vice President and Secretary

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

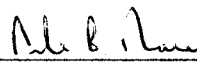
By: _____
Name:
Title:

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 WORLDWIDE, INC.

By: _____
Name: John H. Raleigh
Title: Senior Vice President and Secretary

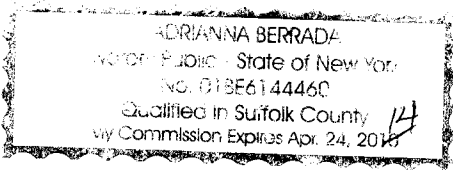
JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Secured Parties

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

ACKNOWLEDGMENT OF GRANTOR

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

On the 10th day of June, 2010, before me personally came John H. Raleigh, who is personally known to me to be the Senior Vice President and Secretary of IMG WORLDWIDE, INC., an Ohio corporation; who, being duly sworn, did depose and say that she/he is the Senior Vice President and Secretary in such corporation, the corporation 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 corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Adrianna Berrada
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
COUNTY OF New York)^{SS}

On the 11th day of June, 2010, before me personally came Peter Thuermer, 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
CHIC REPORT	Registered	12/21/2007	77357810	05/26/2009	3625333	IMG Worldwide, Inc.
CHIC REPORT	Registered	02/19/2008	77400742	08/05/2008	3480548	IMG Worldwide, Inc.
DESIGN ONLY DIAMOND DESIGN	Registered	04/27/1981	73307641	07/12/1983	1245570	IMG Worldwide, Inc.
DESIGN ONLY DIAMOND DESIGN	Registered	03/23/1998	75454469	07/11/2000	2366847	IMG Worldwide, Inc.
DESIGN ONLY DIAMOND DESIGN	Registered	11/02/1999	75820420	10/31/2000	2399904	IMG Worldwide, Inc.
FASHION FRINGE	Pending Intent to Use	07/11/2007	77975753			IMG Worldwide, Inc.
FASHION FRINGE	Registered	02/21/2007	77112925	04/27/2010	3781517	IMG Worldwide, Inc.
FASHION FRINGE (STYLIZED)	Pending Intent to Use	07/11/2007	77226783			IMG Worldwide, Inc.
FASHION MINI	Registered	01/24/2007	77089886	11/13/2007	3335817	IMG Worldwide, Inc.
FASHION WEEK	Pending Intent to Use	06/04/2009	77751997			IMG Worldwide, Inc.
FASHION WEEK JR	Pending Intent to Use	06/04/2009	77752004			IMG Worldwide, Inc.
FASHION WEEK LIVE	Pending Intent to Use	04/25/2008	77458292			IMG Worldwide, Inc.
FASHION WEEK	Registered	03/27/2008	77432934	07/28/2009	3661703	IMG

Trademark	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
SWIM						Worldwide, Inc.
FASHION WEEKEND	Pending Intent to Use	01/06/2010	77906173			IMG Worldwide, Inc.
FASHION WEEKEND LOS ANGELES	Pending Intent to Use	01/06/2010	77906168			IMG Worldwide, Inc.
FASHIONWEEKLIVE	Pending Intent to Use	10/23/2006	77027345			IMG Worldwide, Inc.
FASHIONWEEKLIVE	Pending Intent to Use	04/25/2008	77458295			IMG Worldwide, Inc.
FASHIONWEEKLIVE	Registered	10/23/2006	77975154	03/11/2008	3396754	IMG Worldwide, Inc.
FASHIONWEEKLIVE	Registered	10/23/2006	77977150	07/21/2009	3659300	IMG Worldwide, Inc.
HOLLYWOOD MINI	Registered	01/24/2007	77089871	08/19/2008	3489382	IMG Worldwide, Inc.
ICON ENGINEERING	Pending Intent to Use	03/24/2010	77966957			IMG Worldwide, Inc.
IMG	Registered	05/18/1981	73310923	03/22/1983	1232130	IMG Worldwide, Inc.
IMG	Registered	04/16/1990	74049494	12/17/1991	1668761	IMG Worldwide, Inc.
IMG	Registered	03/23/1998	75454470	03/21/2000	2333751	IMG Worldwide, Inc.
IMG (NEW DESIGN)	Registered	03/01/2006	78826401	03/18/2008	3399867	IMG Worldwide, Inc.
IMG ACADEMIES	Registered	11/04/1999	75825000	10/10/2000	2393457	IMG Worldwide, Inc.

Trademark	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
IMG MODELS	Registered	11/01/1999	75820272	10/31/2000	2399903	IMG Worldwide, Inc.
IMG PERFORMANCE INSTITUTE	Registered	11/20/2008	77618768	02/09/2010	3745920	IMG Worldwide, Inc.
IMG PERFORMANCE INSTITUTE	Registered	11/20/2008	77618777	02/09/2010	3745921	IMG Worldwide, Inc.
TENNIS WEEK	Registered	12/27/2006	77071873	10/02/2007	3301196	IMG Worldwide, Inc.
THE DAILY FRONT ROW	Registered	04/28/2004	78409590	02/06/2007	3206645	IMG Worldwide, Inc.
THE DAILY FRONT ROW	Registered	10/18/2006	77023899	02/09/2010	3745679	IMG Worldwide, Inc.
THE DAILY MINI	Registered	09/13/2005	78712044	07/24/2007	3269909	IMG Worldwide, Inc.
U.S. OPEN OF SURFING	Registered	03/27/2003	78230989	04/13/2004	2832021	IMG Worldwide, Inc.
WORLD MATCH PLAY CHAMPIONSHIP	Registered	12/20/1996	75216390	02/17/1998	2136964	IMG Worldwide, Inc.