

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>ISP Sports, LLC</td> <td></td> <td>12/23/2010</td> <td>LIMITED LIABILITY COMPANY: NORTH CAROLINA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	ISP Sports, LLC		12/23/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA				
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CORRESPONDENCE DATA													
<p>Fax Number: (212)455-2502 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>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</p>													
ATTORNEY DOCKET NUMBER:	509265/1081												

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NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/18/2011
Total Attachments: 7 source=ISPTSI#page1.tif source=ISPTSI#page2.tif source=ISPTSI#page3.tif source=ISPTSI#page4.tif source=ISPTSI#page5.tif source=ISPTSI#page6.tif source=ISPTSI#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 23, 2010 is made by ISP SPORTS, LLC, a North Carolina limited liability company, located at IMG Center, Suite 100, 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.

WITNESSETH:

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 an Assumption Agreement, dated as of December 23, 2010 in order to become party to the 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.

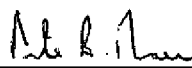
(Remainder of the page intentionally left blank)

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.

ISP SPORTS, LLC

By: _____
Name: Anthony D. Crispino
Title: Manager

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

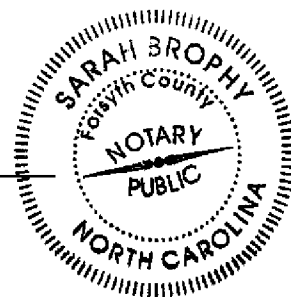
By: 
Name:
Title: **Peter B. Thauer**
Executive Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF NC)
) ss
COUNTY OF Forsyth)

On the 4th day of January, 2011, before me personally came Anthony Crispino who is personally known to me to be the manager of ISP SPORTS, LLC, a North Carolina limited liability company; who, being duly sworn, did depose and say that she/he is the manager in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the members of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Sarah Brophy
Notary Public
com. exp. 12/16/14
Sarah Brophy
(PLACE STAMP AND SEAL ABOVE)



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

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

On the 6 day of January, 2011, before me personally came Peter B. Thaur, 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.

Edeline C. Adderley
Notary Public **EDELIN C. ADDERLEY**
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2014
(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

Country	Mark	Reg. No. Reg. Date	Record Owner
US	AMERICAS HOME FOR COLLEGE SPORTS	2997757 9/20/2005	ISP Sports, LLC
US	ISP	2242390 5/4/1999	ISP Sports, LLC
US	ISP	2152121 4/21/1998	ISP Sports, LLC