

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
The Legacy Agency, Inc.		12/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, NE		
Internal Address:	3rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3529044	LS LEGACY SPORTS GROUP	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	001833/409727		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

OP \$40.00 3529044

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TRADEMARK
REEL: 004672 FRAME: 0416

Date:

12/05/2011

Total Attachments: 4

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GRANT OF SECURITY INTEREST
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, THE LEGACY AGENCY, INC., a Delaware corporation (the "Grantor"), with principal offices at 230 Park Avenue, Suite 851, New York, New York 10169, on this 2nd day of December, 2011, hereby assigns and grants to SUNTRUST BANK, as Administrative Agent (the "Grantee") with principal offices at 303 Peachtree Street, NE, 3rd Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (ii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 2, 2011 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Pledge and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

Upon the indefeasible payment in full in cash of the Secured Obligations, the Administrative Agent shall, at the Grantor's sole expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form reasonably satisfactory to the Grantor releasing the Administrative Agent's security interest in the Marks.

[SIGNATURES ON THE FOLLOWING PAGE]

SUNTRUST BANK
as Administrative Agent, as Grantee

By: *[Signature]*
Name: MICHAEL VEGH
Title: DIRECTOR

STATE OF Georgia)
COUNTY OF Gwinnett) ss.:

On this 2ND day of December, 2011, before me personally came Michael Vagh who, being by me duly sworn, did state as follows: that he/she is a agent of SUNTRUST BANK, that he/she is authorized to execute the foregoing Grant on behalf of SunTrust Bank and that he did so by authority of SunTrust Bank.

[Signature]
Notary Public

TUNISIA L. CARTER
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Sept. 17, 2013

[Signature Page to Grant of Security Interest – Trademarks]

TRADEMARKS

Owner	Trademark	Registration No.	Serial No.	Registration Date	International Classes	Status
LS Legacy Sports Group, LLC	LS Legacy Sports Group	3529044	78514179	November 4, 2008	35	Registered

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.