

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fansedge Incorporated		12/23/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association, as Agent
<b>Street Address:</b>	205 Datura Street
<b>Internal Address:</b>	Third Floor
<b>City:</b>	West Palm Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33401
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2403840	FANSEGE
Registration Number:	4036028	FANSEGE
Registration Number:	3493749	EVERYTHING FOR THE FAN

**CORRESPONDENCE DATA**

Fax Number: (919)286-8199  
 Phone: 919-286-8118  
 Email: pto\_tmconfirmation@mvalaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Moore & Van Allen PLLC  
 Address Line 1: 430 Davis Drive  
 Address Line 2: Suite 500  
 Address Line 4: Morrisville, NORTH CAROLINA 27560

<b>ATTORNEY DOCKET NUMBER:</b>	031558-208
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OP \$90.00 2403840

NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	01/04/2012
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Revolving Credit and Security Agreement dated as of December 23, 2011 (as amended, the "Credit Agreement") by and among the undersigned (the "Grantor"), the other entities party thereto as borrowers (together with the Grantor, the "Borrowers"), the financial institutions parties thereto as the lenders (the "Lenders"), and PNC Bank, National Association, as Agent (the "Agent"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
	See <u>Schedule 1</u> attached hereto	

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

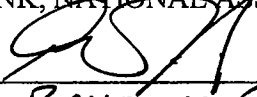
Very truly yours,

FANSEGE INCORPORATED,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:  \_\_\_\_\_  
Name: Rocio de Ojeda  
Title: Vice President

Schedule 1

**FansEdge, Incorporated  
(Delaware Corporation)**

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
FANSEGE and Design	2403840	11/14/00
FANEDGE and Design	4036028	10/4/11
EVERYTHING FOR THE FAN	3493749	8/26/08