

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
Competitor Group, Inc.		01/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC, as Administrative Agent
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3568519	COMPETITOR GROUP
Registration Number:	3926417	ROCK 'N' ROLL LAS VEGAS MARATHON & 1/2
Registration Number:	3926418	ROCK 'N' ROLL DALLAS 1/2 MARATHON
Registration Number:	3854898	COUNTRY MUSIC NASHVILLE
Registration Number:	3854899	COUNTRY MUSIC NASHVILLE MARATHON & 1/2
Registration Number:	3848961	ROCK 'N' ROLL PHILADELPHIA
Registration Number:	3872509	COMPETITOR
Serial Number:	85486277	STRIP AT NIGHT
Serial Number:	77896656	ROCK 'N' ROLL CHICAGO 1/2 MARATHON
Serial Number:	77914951	ROCK 'N' ROLL PHILADELPHIA 1/2 MARATHON
Serial Number:	77884784	ROCK 'N' ROLL SAN DIEGO MARATHON & 1/2

CORRESPONDENCE DATA

Fax Number: (312)902-1061  
 Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-30
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	01/30/2012

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2012, is between **COMPETITOR GROUP, INC.**, a Delaware corporation (the "Grantor"), and **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

### RECITALS

**WHEREAS**, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor entered into that certain Credit Agreement dated as of September 10, 2010 (as the same has been amended and may be, restated, supplemented or otherwise modified from time to time, including, without limitation, by that certain Amended and Restated Credit Agreement dated as of the date hereof, the "Credit Agreement"), with Grantee, the other Loan Parties signatory thereto and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of September 10, 2010 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in all of its Collateral, including all right, title and interest of Grantor in, to the Trademark Collateral (as hereinafter defined), to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure payment of the Obligations, a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, set forth on **Schedule 1** annexed hereto;
- (2) all goodwill of the business associated with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding anything to the contrary set forth in this Trademark Security Agreement, no security interest, lien or mortgage in and to, or right of setoff against and collateral assignment of, is granted in any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been accepted (but only until such statement is accepted).


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement will control.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**COMPETTOR GROUP, INC.**, a  
Delaware corporation

By:   
Name: Steven Gintowt  
Title: Secretary and Chief Financial  
Officer

Acknowledged:

**GCI CAPITAL MARKETS LLC**,  
a Delaware limited liability company, as Administrative Agent

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

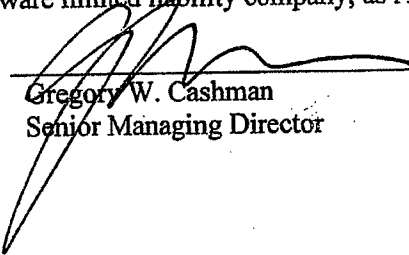
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**COMPETITOR GROUP, INC., a**  
Delaware corporation

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

Acknowledged:

**GCI CAPITAL MARKETS LLC,**  
a Delaware limited liability company, as Administrative Agent

By:   
Name: Gregory W. Cashman  
Title: Senior Managing Director

Schedule 1 to Trademark Security Agreement

**U.S. TRADEMARK REGISTRATIONS**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
COMPETITOR GROUP & Design	77/411,388	Mar-03-2008	3,568,519	Jan-27-2009	Registered	Competitor Group, Inc.
ROCK 'N' ROLL LAS VEGAS MARATHON & 1/2 & Design	77/759,767	Jun-15-2009	3,926,417	Mar-01-2011	Registered	Competitor Group, Inc.
ROCK 'N' ROLL DALLAS 1/2 MARATHON & Design	77/759,784	Jun-15-2009	3,926,418	Mar-01-2011	Registered	Competitor Group, Inc.
COUNTRY MUSIC NASHVILLE	77/870,980	Nov-12-2009	3,854,898	Sep-28-2010	Registered	Competitor Group, Inc.
COUNTRY MUSIC NASHVILLE MARATHON & 1/2 & Design	77/870,990	Nov-12-2009	3,854,899	Sep-28-2010	Registered	Competitor Group, Inc.
ROCK 'N' ROLL PHILADELPHIA	77/914,957	Jan-19-2010	3,848,961	Sep-14-2010	Registered	Competitor Group, Inc.
COMPETITOR	77/925,895	Feb-02-2010	3,872,509	Nov-09-2010	Registered	Competitor Group, Inc.

**U.S. TRADEMARK APPLICATIONS**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
STRIP AT NIGHT	85/486,277	Dec-02-2011	N/A	N/A	Pending; Allowed	Competitor Group, Inc.
ROCK 'N' ROLL CHICAGO 1/2 MARATHON & Design	77/896,656	Dec-18-2009	N/A	N/A	Pending; Allowed	Competitor Group, Inc.
ROCK 'N' ROLL PHILADELPHIA 1/2 MARATHON & Design	77/914,951	Jan-19-2010	N/A	N/A	Pending; Allowed	Competitor Group, Inc.
ROCK 'N' ROLL SAN DIEGO MARATHON & 1/2 & Design	77/884,784	Dec-02-2009	N/A	N/A	Pending; Allowed	Competitor Group, Inc.
STRIP AT NIGHT	85/486,283	Dec-02-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
VELOSPORT	85/320,273	May-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
KIDS ROCK	85/369,545	Jul-12-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
LATIN MUSIC MARATHON	85/135,689	Sep-22-2010	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
LATIN MUSIC MIAMI BEACH 1/2 MARATHON and Design	85/369,564	Jul-12-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
MARATON DE LA MUSICA LATINA	85/135,693	Sep-22-2010	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL	85/369,523	Jul-12-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL	85/369,531	Jul-12-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL	85/369,534	Jul-12-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
THE WORLD'S LARGEST NIGHTTIME RUNNING EVENT	85/370,456	Jul-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
VELO	85/370,449	Jul-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
VELO	85/370,453	Jul-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
VELO	85/370,462	Jul-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
VELO	85/370,464	Jul-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
VELOSPORT	85/320,257	May-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
VELOSPORT	85/320,262	May-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
VELOSPORT	85/320,266	May-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
VELOSPORT	85/320,269	May-13-2011	N/A	N/A	Pending (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL 1/2 & 1/2	77/659,309	Jan-29-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
FEELING GOOD MARATHON AND HALF MARATHON SERIES	77/837,666	Sep-29-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ENDURANCE AWARDS	85/090,331	Jul-22-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ENDURANCE EXPO	85/090,388	Jul-22-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.



Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
ENDURANCE LIVE	85/090,334	Jul-22-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
MILLION DOLLAR MILE	85/023,253	Apr-26-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL 1/2 AND 1/2	77/659,305	Jan-29-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL 1/2 'N' 1/2	77/659,300	Jan-29-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL ARIZONA MARATHON & 1/2 & Design	77/874,696	Nov-17-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL CHICAGO DISTANCE CLASSIC	77/565,602	Sep-09-2008	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL DENVER	77/921,396	Jan-27-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL DENVER MARATHON & 1/2 & Design	77/921,402	Jan-27-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL HALF & HALF	77/659,296	Jan-29-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL HALF AND HALF	77/659,290	Jan-29-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL HALF 'N' HALF	77/659,285	Jan-29-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL LOS ANGELES	77/926,119	Feb-02-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL LOS ANGELES 1/2 MARATHON & Design	77/926,126	Feb-02-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL ROUTE 66 MARATHON AND HALF MARATHON	77/756,427	Jun-10-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL RUN, RIDE 'N' ROCK SERIES	77/715,634	Apr-16-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
ROCK 'N' ROLL SAN ANTONIO MARATHON & 1/2 & Design	77/926,112	Feb-02-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL SAN JOSE	77/917,245	Jan-21-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
ROCK 'N' ROLL SAN JOSE 1/2 MARATHON & Design	77/917,244	Jan-21-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
THE HEART OF ROCK 'N' ROLL	77/939,719	Feb-19-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
THE HEART OF ROCK 'N' ROLL & Design	77/939,722	Feb-19-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
TRICOMP	77/822,635	Sep-09-2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
TRIROCK	85/002,150	Mar-30- 2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
TRIROCK SERIES & Design	85/015,102	Apr-15-2010	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
TRISWAP	77/862,868	Nov-02- 2009	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
VELOSPORT	85/320,270	May-13- 2011	N/A	N/A	Pending; Allowed (ITU)	Competitor Group, Inc.
KIDS ROCK	85/369,557	Jul-12-2011	N/A	N/A	Pending; Published (ITU)	Competitor Group, Inc.
KIDS ROCK	85/369,563	Jul-12-2011	N/A	N/A	Pending; Published (ITU)	Competitor Group, Inc.
VELO	85/370,446	Jul-13-2011	N/A	N/A	Pending; Published (ITU)	Competitor Group, Inc.
VELO	85/370,467	Jul-13-2011	N/A	N/A	Pending; Published (ITU)	Competitor Group, Inc.