

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as agent		03/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spectrum Clubs, Inc.		
Street Address:	11150 Santa Monica Blvd.		
Internal Address:	Suite 1200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2827496	BE A LOSER AND WIN!	
CORRESPONDENCE DATA			
Fax Number:	(205)244-5714		
Phone:	205-458-5284		
Email:	ivincent@burr.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:	India E. Vincent		
Address Line 1:	420 North 20th Street		
Address Line 2:	Suite 3400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	20600-4 (SCI)		
NAME OF SUBMITTER:	India E. Vincent		

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TRADEMARK  
 REEL: 004731 FRAME: 0022

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Signature:	/india vincent/
Date:	03/05/2012
<b>Total Attachments: 5</b> source=TM - Antares - Spectrum Clubs#page1.tif source=TM - Antares - Spectrum Clubs#page2.tif source=TM - Antares - Spectrum Clubs#page3.tif source=TM - Antares - Spectrum Clubs#page4.tif source=TM - Antares - Spectrum Clubs#page5.tif	

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 1, 2012, by ANTARES CAPITAL CORPORATION, as administrative agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, SPECTRUM CLUBS, INC., a Texas corporation ("Grantor") and Agent were parties to a Trademark Security Agreement dated as of September 30, 2004 (the "Security Agreement"), pursuant to which Grantor granted a security interest to Agent in certain trademarks ("Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on October 27, 2004, at Reel 3071, Frame 0450; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademarks and Trademark Collateral and reassign the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases and discharges fully its security interest in and lien on all of Grantor's right, title and interest in and to the following (collectively, the "**Trademark Collateral**"):

(i) each Trademark, Trademark registration and Trademark application on Schedule 1 attached hereto and each Trademark license;

(ii) all reissues, continuations or extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(iv) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Trademark registration or Trademark licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or any Trademark licensed under any Trademark license.

2. Agent hereby releases its security interest in and lien on the Trademark Collateral.

3. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,**  
as Agent

By: 

Name: Joseph Angel

Title: Duly Authorized Signatory

**SCHEDULE 1**

Schedule 1  
to Trademark  
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Be a Loser and Win!	2827496	03/30/2004

FOREIGN TRADEMARK REGISTRATIONS

none

U.S. TRADEMARK APPLICATIONS

none

FOREIGN TRADEMARK APPLICATIONS

none

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
	none	