

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.		05/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC		
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3283459	HER SPORTS	
Serial Number:	77524871	WOMEN'S RUNNING	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
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:

06/01/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 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 Amended and Restated 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 January 30, 2012, 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.

COMPETITOR GROUP, INC., a
Delaware corporation

By: 

Name: Steven E. Gintant

Title: CFO

Acknowledged:

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

By: _____

Name: _____

Title: _____

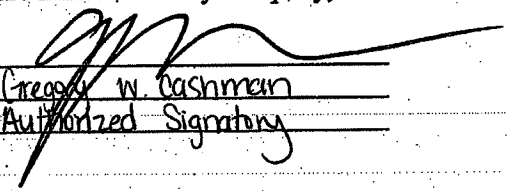
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**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: Authorized Signatory

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
HER SPORTS	78290354	8/21/03	3283459	8/21/07	Registered	Competitor Group, Inc.

U.S. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
WOMEN'S RUNNING	77524871	7/17/08	N/A	N/A	Pending	Competitor Group, Inc.